



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Multimodal Station Actions:

- a) Agreement with San Joaquin County Council of Governments (COG) (Exhibit A) for Measure K funds for multimodal station
- b) Contract with San Joaquin County (Exhibit B) for engineering services for multimodal station
- c) Request for Proposal (RFP) (Exhibit C) for master site planning, environmental review and preliminary engineering for multimodal station
- d) Resolution (Exhibit D) supporting completion of multimodal station

MEETING DATE: November 16, 1994

SUBMITTED BY: Assistant City Manager

RECOMMENDED ACTION: The City Council take the following actions to move the Lodi Multimodal Station Project (Project) toward fruition:

1. Authorize the City Manager to execute an agreement with San Joaquin Council of Governments (SJCOG) for Phase II project funding
2. Authorize the City Manager to execute an agreement with San Joaquin County for Phase II project administration
3. Approve Request for Proposals (RFP) for Phase II work
4. Adopt a resolution supporting completion of the Multimodal station.

BACKGROUND INFORMATION: At its October 5, 1994, meeting the City Council approved the submittal of a revised claim for FTA funds for funding Phase II of the Multimodal Station. This work is the Master Site Plan, Environmental Review and Preliminary Engineering with a total budget of \$283,400. This was done to replace delayed State funding and keep the project moving so as not to jeopardize Federal funding for Phase III, site acquisition. As part of that submittal, the City of Lodi had the obligation to put forth a twenty-percent (20%) match with local funds. COG has agreed to put up the 20% using Measure K Funds.

APPROVED: _____

THOMAS A. PETERSON
City Manager



recycled paper

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In order to secure these funds, the City must enter into an agreement with the SJCOG. This agreement sets forth the Cities responsibilities and obligations to obtain these funds. This agreement is attached as Exhibit A.

To this point, San Joaquin County has been the "lead agency" for this and the other rail projects in San Joaquin County. With the change in funding, the City in effect, is paying for the project and should take a more active role. This will give the City Council more control over the project decisions such as approval of the consultant contract, approval of the Master Plan and certifying the environmental clearance.

However, County staff has considerable expertise in rail, transit and related issues, as well as staff time that Lodi does not have. For these reasons and to keep County staff involved as the leader for San Joaquin County in front of the California Transportation Commission and Caltrans, staff recommends the City enter into an agreement with the County to provide Phase II project administration. This will not cost the City any extra money nor will it come from the project budget. The County and SJCOG are working on a separate agreement under which Measure K funds will be used to reimburse the County for staff support of the Rail Commission and their various projects of which this is just one. The proposed agreement with the City and San Joaquin County is attached as Exhibit B.

The County has been working on Phase II of the project and much as been accomplished. They have developed a funding strategy and submitted the detailed request and claims for funds. They have developed a Request for Qualifications from consultants who might be interested in this project and have prepared a Request for Proposal for Phase II. The RFP sets forth the project in such detail that consultants may develop their proposal for doing the work. In order to keep the project moving and allow adequate time to prepare proposals, the RFP has been mailed to eleven consultant teams representing over 65 firms. As the City Council will have the final approval of the consultant, Council is being requested to approve the RFP as prepared. If Council chooses to make addendums to the RFP, they may do so. This work is all covered under the terms of the previously mentioned agreements.

The RFP contains a pre-proposal conference to answer questions and provide time for written addendums if needed. It also contains a selection process which includes a review panel including City and County staff, Caltrans Rail staff, a Lodi downtown business representative, and a Lodi citizen. In order to keep the project moving and on track (no pun intended), staff requests the Council to take the following actions regarding the RFP, as follows:

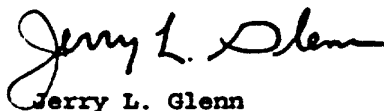
- ° Approve Request for Proposals
- ° Authorize Staff to amend the RFP in response to the Pre-Proposal Conference
- ° Appoint a local representative to the Selection Committee

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County Staff will appear before the California Transportation Commission on November 30, 1994, to complete the funding process for Phase II of the project. They have indicated it would be most helpful for the City Council to again adopt a resolution in favor of the Multimodal Station. Council is requested to adopt the attached resolution.

FUNDING: None

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JG:br

Attachments

**LODI MULTIMODAL STATION
COOPERATIVE AGREEMENT
FOR PHASE II WORK**

Master Site Planning, Environmental Review, Preliminary Engineering

This Cooperative Agreement ("Agreement") is made and entered into this ____ day of _____, 1994 by and between the CITY OF LODI, ("Sponsor") and the SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS ("COG"), acting as the Local Transportation Authority ("Authority").

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan and Ordinance ("LTIP"), which was approved by the voters of San Joaquin County on November 6, 1990; and

WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project specified herein ("Project"); and

WHEREAS, the Project is eligible as Master Site Planning, Environmental Review and Preliminary Engineering Work, which is part of the Lodi Multimodal Station (2) under the Multimodal Terminals or Stations, Passenger Rail and Bus funding category of the LTIP; and

WHEREAS, the Authority is authorized under the LTIP to issue Measure K funds to Sponsor and that amount shall be up to 20% of the total eligible cost of the Project as estimated by the Sponsor in Exhibit "A", except that early efforts may receive 100% funding if they are ready to proceed but are unable to be expensed against the Federal Section 9 grant; In the case of this exception, total Measure K funds shall not exceed \$100,000; and

WHEREAS, Authority anticipates that the Sponsor will supplement Measure K funds with available revenues as specified in Exhibit "A"; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor over the course of the master site planning, environmental review and preliminary engineering work of the Project and such funds shall be released to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed \$100,000, including \$56,680 or 20% of the \$283,400 in estimated total costs listed in Exhibit "A", and \$43,320, if needed, for early project costs that can not be expensed against the Federal Section 9 grant (see Sections 1.4, 1.5 and 1.6); and

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

SECTION I Covenants of Sponsor

1.1. Project Application. The complete Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement Measure K funds; and the anticipated timing for release of Measure K funds shall be specified in the application, which is attached as Exhibit "A," and incorporated herein by this reference.

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved by the Authority.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be master site planning, environmental review and preliminary engineering costs as specified in Exhibit "A" or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this agreement be considered eligible reimbursement costs.

1.4. Measure K Percentage Share Defined. For this Project, the Measure K percentage share of eligible Project costs shall be 20% not to exceed a total amount of \$56,680, except as provided in this section. In the event that project costs are incurred prior to Sponsor receiving authorization to expend its Federal Section 9 grant funds, additional Measure K funds, not to exceed \$43,320, can be used to support early project work efforts. These additional funds can cover 100% of early project costs. In no event shall the Measure K payments for this contract exceed \$100,000.

1.5. Use of Federal Transit Section 9 Funds. For this Project, Sponsor will use its Federal Transit Act Section 9 funds to cover 80% of the eligible project costs. Sponsor agrees to file its Section 9 grant request in a timely manner and work with Federal authorities to receive pre-grant award authority to expend the Section 9 funds as early as January 1, 1995.

1.6. Measure K Reimbursement. If Authority has covered 100% of early project costs and Sponsor subsequently receives authorization to use Section 9 funds to support those same project costs, then Sponsor will re-pay Authority 80% of those project costs. Re-payment will occur within 30 days of Sponsor's receipt of the Section 9 funds for those project costs.

1.7. Invoices and Progress Reports. Starting one month after the execution of this contract, Sponsor shall provide monthly progress reports and may provide invoices as often as monthly for activities conducted over the prior unbilled month(s). These documents shall include the following specified information:

1.7.a. Sponsor's Staff Expenses. Sponsor staff expenses may not be included in the invoice as an eligible project cost.

1.7.b. Copies of Consultant Invoices. Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.7.c. Progress Reports. The monthly progress reports shall include a brief description of the status of the Project and the work completed to date. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.8. Use of Funds. Sponsor shall use Measure K funds consistent with the project scope of work described in Exhibit "A" or approved by the Authority pursuant to Section 1.2.

1.9. Submittal of Documents. Sponsor shall provide copies to the Authority of all executed contracts which relate to the Project scope as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.10. Completion of Project. Sponsor shall be responsible for the timely completion of the master site planning, environmental review and preliminary engineering work necessary for the completion of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work.

1.11. Provision of Environmental Documents to Authority. As Lead Agency under the California Environmental Quality Act ("CEQA"), or under the National Environmental Policy Act ("NEPA"), Sponsor shall be responsible for preparation of all environmental work conducted for the Project. Sponsor shall provide Authority with copies of all draft and final environmental documents prepared for the Project.

SECTION II

Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for all eligible Project costs. To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority shall provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K percentage share for each invoice submitted to the Authority. The reimbursement percentage share for this Project is 20%. Additional payments may be made pursuant to conditions described in Section 1.4.

2.1.e. Suspension of Reimbursement. Reimbursement payments for the item(s) in question shall be suspended when a dispute arises as to whether or not the cost item(s) is eligible for reimbursement.

2.1.e.(1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e.(2) Technical Advisory Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e.(3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee then the dispute shall be submitted to the

Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.e.(4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.f. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Reimbursement of Right-of-Way, Construction and Other Costs. A separate agreement shall be entered into to obtain reimbursement for right-of-way, construction, contract administration, inspection and applicable utility relocation costs for the Project.

2.3. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Project at any time during the four (4) year period after completion of the Project.

SECTION III Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2.a. Breach of Obligation. If a party believes that the other is in breach of this agreement, that party shall provide written notice to the breaching party and the written notice shall identify the nature of the breach. The breaching party shall have thirty (30) days from the date of notice to initiate steps to cure any breach that is reasonably capable of being cured. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. If the non-breaching party is not satisfied that there has been a cure by the end of the time for cure, the non-breaching party may seek available legal remedies.

3.2.b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.

3.2.c. Discharge Upon Completion of Project. Except as to any rights or

obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. That neither Authority, nor any officer or employee thereof, shall be responsible for, and Sponsor shall fully defend, indemnify and hold harmless Authority against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. That neither Sponsor nor any officer or employee thereof, shall be responsible for, and Authority shall fully defend, indemnify and hold harmless Sponsor against, any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

Barton R. Meays
Executive Director
San Joaquin County
Local Transportation Authority
Post Office Box 1010
Stockton, California 95201-1010

TO SPONSOR:

Thomas Peterson
City Manager
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.5. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.5. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.6. Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authorities' agents or employees shall be agents or employees of Sponsor.

3.9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

3.10. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.11. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.12. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.13. Survival. The following provisions in this Agreement shall survive discharge:

3.13.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.8 (obligation to apply funds to Project), Section 1.9 (obligation to provide copies and retain records), Section 1.10 (obligation to continue to manage Project).

3.13.b. Authority. As to Authority, the following section shall survive discharge:

Section 2.3 (right to conduct audit).

3.13.c. Both Parties. As to both parties, the following sections shall survive discharge: Section 3.2.a. (obligation which survives termination), and Section 3.3. (mutual indemnities).

3.14. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure K. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the project, the Authority shall promptly notify Sponsor, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15. Attorneys' Fees. Should any litigation commence between the parties concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.20. No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or

liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.22. Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

CITY OF LODI:

SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY:

By: _____
JACK SIEGLOCK
Mayor

By: _____
CLYDE BLAND
Chairman of the Board

ATTEST:

By: _____
JENNIFER PERRIN
City Clerk

By: _____
STEVEN DIAL
Manager Finance & Administration
and Public Information

Exhibit A
APPLICATION FOR MEASURE K
DESIGN COOPERATIVE AGREEMENT
Multimodal Station Project

This application is a request for reimbursement of master site planning, environmental review and preliminary engineering costs.

1. **Project Name, Location:** Lodi Multimodal Station
(Identified in the MK Strategic Plan as Multimodal Station Project #2)
2. **Project Sponsor:** City of Lodi (Sponsor)
County of San Joaquin (Project Manager)
3. **Contact Person, Phone No.:** Jerry Glenn, Assistant Lodi City Manager
333-6700

4. Project Scope of Work

Include project location, extent of improvements required right of way, expected level of environmental review and any expected major utility relocation or hazardous materials work. Indicate what work on the project will be performed by the sponsoring agency and what work will be contracted out.

If project is a segment of a larger project, also briefly describe the overall project.

Attach an 8.5" x 11" copy of a map and project drawings that clearly designate the project, its limits, and the type of facility.

Contract Project: Lodi Multimodal Station - Phase II

Phase II of the Lodi Multimodal Station project includes Master Site Planning, Environmental Review and Preliminary Engineering work.

The overall project, "Lodi Multimodal Station", is a 4-phased project. Phase I included a Feasibility and Site Alternatives Analysis and is complete. Phase II is the subject of this Measure K contract. Phase III includes Right-of-Way Acquisition. The final Phase, Phase IV, includes Final Design and Construction.

The Lodi Multimodal Station will be located along the west side of SPRR tracks in a geographic area bounded on the north by Pine Street and on the south by Walnut Street (see Map 1).

The Phase II work is a cooperative effort of the City of Lodi and County of San Joaquin. The City of Lodi is the Project Sponsor while the County of San Joaquin will act as the Project Manager. The City of Lodi will contract with the County of San Joaquin for Project Management. As the Project Manager, the County of San Joaquin will hire a consultant to

perform the master site planning, environmental review and preliminary engineering work.

5. Expected Timing for Delivery of Project

(indicate if task is already completed, indicate any phasing of the project)

	<u>Start Date</u>	<u>Completion Date</u>
Feasibility, Site Alternatives:	6/92	Completed (3/93)
Phase II Tasks:		
Site Planning:	12/94	9/95
Prelim. Design/Engineering:	12/94	9/95
Environmental Review:	11/94	9/95
Right-of-Way Acquisition:	10/95	3/96
Final Design	10/95	1/96
Construction	3/96	3/97

6. Estimated Project Cost (as applicable)

Feasibility, Site Alternatives: \$100,000 (completed)

Phase II Tasks:

Site Planning: \$60,000
Prelim. Design/Engineering: \$133,400
Environmental Review: \$90,000

Right-of-Way Acquisition: \$660,000
Final Design: \$100,000
Construction: \$1,880,000
TOTAL: \$3,023,400

Costs eligible for Measure K reimbursement in this contract: \$56,680 or 20% of the Phase II costs of \$283,400. In the event that project costs are incurred prior to the City of Lodi receiving authorization to expend its Section 9 Federal grant funds, additional Measure K funds, not to exceed \$43,320, can be used to support early project work efforts. These additional funds can cover 100% of early project costs. In no event shall Measure K payments for this contract exceed \$100,000. Lodi City staff costs are not eligible project costs.

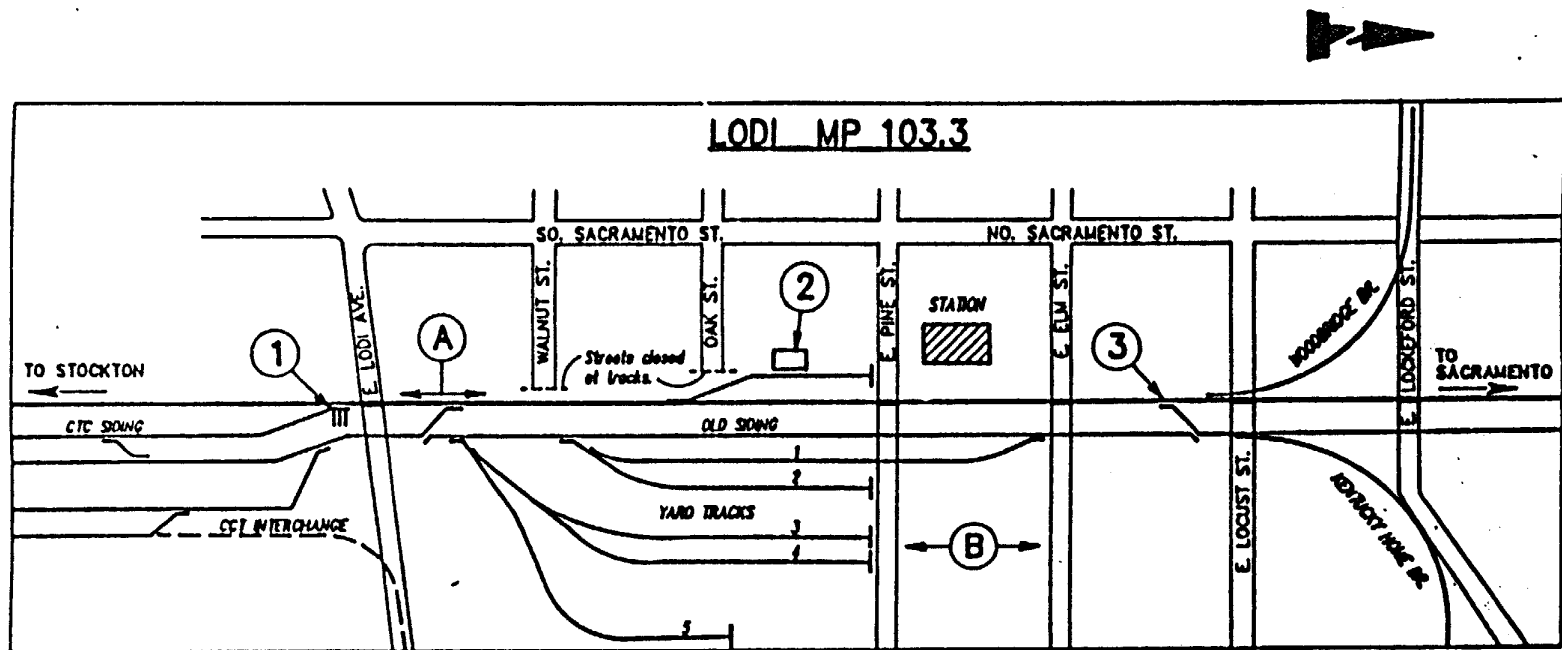
7. Expected Timing for Release of Measure K Funds by Quarter

Quarter Ending 12/31/94:	\$0
Quarter Ending 3/31/95:	\$18,895
Quarter Ending 6/30/95:	\$18,895
Quarter Ending 9/30/95:	\$18,890
Quarter Ending 12/31/95:	\$0

8. Source(s) and Amount of Matching Funds

<u>Source</u>	<u>Amount</u>
Federal Transit Section 9	\$226,720

The Authority intends to act on all applications for funds as soon as possible, given the required staff and committee review times required. If submitted before the first of the month, the COG Board will review this application and take action on a cooperative agreement at its next scheduled meeting.



1. NORTH SWITCH FROM LODI SIDING MP 103.1 POWER OPERATED
2. LODI TEAM TRACK AND FREIGHT DOCK, LOT APPROX. 500' WIDE
3. CROSSOVER USED BY LODI LOCAL TO CROSS OVER TO AND FROM WOODBRIDGE BRANCH
- A. APPROXIMATELY 1380' BETWEEN E. LODI AVE. AND E. PINE ST.
- B. APPROXIMATELY 334' BETWEEN E. PINE ST. AND E. ELM ST.

LODI
MANTECALATHROP
TRACY

FIGURE 7
DOWNTOWN LODI RAIL FACILITIES

SAN JOAQUIN COUNTY STATIONS PROGRAM STUDY

**CITY OF LODI AND COUNTY OF SAN JOAQUIN COOPERATIVE AGREEMENT
FOR THE PROJECT MANAGEMENT ACTIVITIES OF
MASTER SITE PLANNING,
ENVIRONMENTAL REVIEW AND
PRELIMINARY ENGINEERING OF THE
LODI MULTIMODAL STATION**

THIS AGREEMENT, made and entered into _____ by and between the PARTIES; the CITY OF LODI, a municipal corporation of the State of California, hereinafter designated "CITY" and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter designated "COUNTY".

W I T N E S S E T H

WHEREAS, CITY and COUNTY hereby desire to enter into a Cooperative AGREEMENT for Transportation improvements in San Joaquin County; and

WHEREAS, the San Joaquin County Local Transportation Improvement Plan and Ordinance, referred to herein as "Measure K", was approved by the voters of San Joaquin County on November 6, 1990, and is administered by the San Joaquin County Council of Governments, acting as the Local Transportation Authority, hereinafter referred to as "AUTHORITY"; and

WHEREAS, CITY and COUNTY desire transportation improvements eligible as Master Site Planning, Environmental Review and Preliminary Engineering, which make up Phase II of the Lodi Multimodal Station, under Multimodal Terminals or Stations, Passenger Rail and Bus category of Measure K, hereinafter referred to as "PROJECT"; and

WHEREAS, it is anticipated that CITY will secure Section 9 Federal grant funds and Measure K funds to cover PROJECT costs; and

WHEREAS, CITY has determined that the most effective and efficient manner in which to achieve the aforementioned PROJECT is to contract with an independent contractor, hereinafter referred to as "CONSULTANT"; and

WHEREAS, CITY intends to select and execute any CONSULTANT contracts necessary to complete said PROJECT; and

WHEREAS, CITY has determined that the most effective and efficient manner to complete said PROJECT is to enter into AGREEMENT with COUNTY to perform Project Management activities; and

WHEREAS, COUNTY intends to enter into a separate Agreement with AUTHORITY for reimbursement of Project Management; and

WHEREAS, Exhibit A, "Scope of Work", describes the PROJECT scope of work; and

WHEREAS, CITY and COUNTY have jointly developed a scope of work for the CONSULTANT and prepared a Request for Proposals (RFP),

NOW, THEREFORE, it is mutually agreed by CITY and COUNTY as follows:

- 1. COUNTY shall recruit and evaluate CONSULTANTS in accordance with the RFP and the instructions of CITY.**
- 2. CITY shall select CONSULTANT and execute the necessary contracts and be responsible for paying CONSULTANT for services rendered for completion of the PROJECT.**
- 3. Upon award of CONSULTANT contract or contracts, CITY shall provide one copy of the successful CONSULTANT proposal and executed contract to COUNTY.**
- 4. COUNTY shall act as Project Manager for the PROJECT herein described and shall perform all Project Management duties, including; oversight of CONSULTANT work, review of CONSULTANT progress and invoices, endorsement of payments and preparation of progress and final reports necessary to comply with Measure K, California Transportation Commission (CTC) and FTA grant requirements. COUNTY shall deliver PROJECT in a manner consistent with Exhibit A, "Scope of Work".**
- 5. CITY and COUNTY agree to reference Exhibit A, "Scope of Work" in their respective Agreements with the AUTHORITY.**
- 6. COUNTY agrees to conduct all necessary meetings with CITY, COUNTY and CONSULTANT to obtain CITY approval and maintain PROJECT schedule.**
- 7. COUNTY shall provide to CITY, written monthly reports which specify major PROJECT tasks, work completed since the last reporting period, the percentage of work completed to date and any technical working documents completed during the reporting period.**
- 8. COUNTY shall allow CITY to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of the PROJECT and for four (4) years following the completion of the PROJECT, or earlier discharge of the AGREEMENT, COUNTY will make available to CITY all records relating to expenses incurred in performance of this AGREEMENT.**
- 9. COUNTY agrees to submit all Project Management invoices to CITY for its review and endorsement of payment of said invoices by AUTHORITY.**
- 10. The PARTIES assure reciprocal indemnification to either PARTY. As such, neither PARTY**

nor any officer or employee thereof, shall be responsible for, and each PARTY shall fully indemnify and hold harmless the other PARTY against any damage or liability occurring by reason of anything done or omitted to be done by either PARTY under or in connection with any work, authority or jurisdiction delegated to either PARTY under this AGREEMENT.

11. It is also understood and agreed that pursuant to Government Code Section 895.4, each PARTY shall fully indemnify and hold the other PARTY harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by either PARTY under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to either PARTY under this AGREEMENT.

12. CITY warrants to COUNTY that the Consultant or Consultants for the PROJECT will be required to carry sufficient Professional Negligence and General Liability Insurance to protect COUNTY and CITY against claims of every nature arising out of the completion of said PROJECT.

13. If, for any reason, sufficient funds are not appropriated to complete the PROJECT, the PARTY whose funds are not appropriated shall promptly notify the other PARTY, and the CITY and COUNTY shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent. Any future obligation to the PROJECT, not already specifically covered by a separate executed Agreement, shall arise only upon execution of a new Agreement.

14. Both PARTIES agree that time is and shall be of the essence of this AGREEMENT and each and all of its provisions in which performance is a factor.

15. Both PARTIES agree that this AGREEMENT may not be assigned, transferred, hypothecated, or pledged without the express written consent of the other PARTY.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this PROJECT AGREEMENT as of the day and year first written above.

COUNTY:

SAN JOAQUIN COUNTY

CITY:

CITY OF LODI

By _____
DOUGLASS W. WILHOIT, Chairman
Board of Supervisors
"COUNTY"

By _____
Mayor

ATTEST: LOIS M. SAYHOUN
Clerk of the Board of Supervisors
County of San Joaquin, State of
California

ATTEST:

City Clerk

By _____ (SEAL)
Deputy Clerk

Recommended for Approval:

Approved as to form:

By _____
HENRY M. HIRATA
Director of Public Works

Bob W. McNatt
City Attorney

APPROVED AS TO FORM:
JOHN F. CHEADLE
County Counsel

By _____
MICHAEL McGREW
Chief Deputy County Counsel

EXHIBIT A

"Scope of Work"

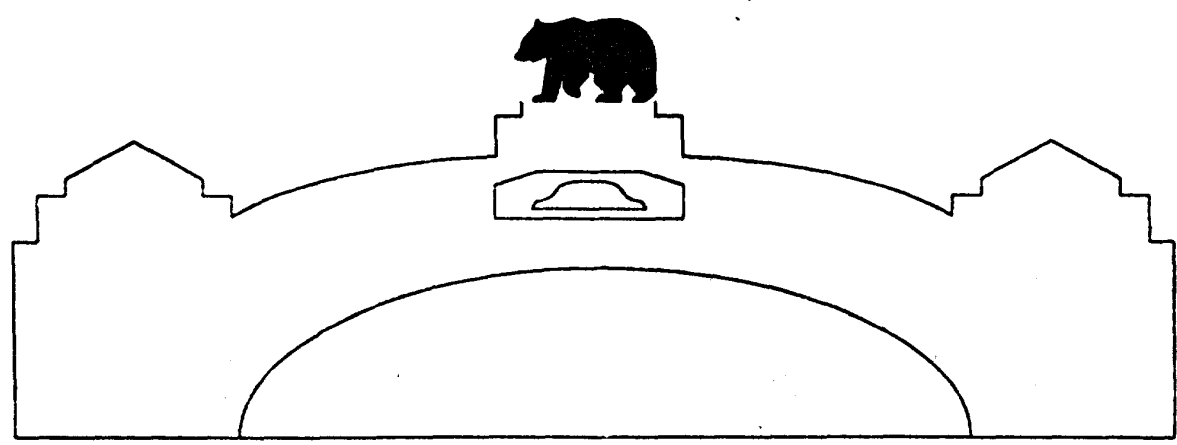
Lodi Multimodal Station - Phase II

Phase II of the Lodi Multimodal Station project includes Master Site Planning, Environmental Review and Preliminary Engineering, and is part of a four-phase project. Phase I produced a Feasibility and Site Alternatives Analysis. Phase III includes Right-of-Way acquisition, and Phase IV includes Final Design and Construction.

Phase II work is a cooperative effort of the City of Lodi and San Joaquin County. The City of Lodi is the Project Sponsor and will enter into a contract with San Joaquin County to act as the Project Manager. The City of Lodi intends to hire a private Consultant to perform the Master Site Planning, Environmental Review and Preliminary Engineering work. San Joaquin County will manage the Consultant work effort and is responsible for the following:

- | | |
|---|----------------|
| 1. Recruit, and evaluate necessary Consultants | 2/95 |
| 2. Oversee Consultant deliverables | |
| a) Completed Master Site Plan Sheets (Draft) 5/95 (Final) | 7/95 |
| b) Environmental Documentation (Draft) 7/95 (Final) | 2/96 |
| c) Preliminary Engineering Documentation for architecture,
infrastructure and landscaping | 12/95 |
| d) Station Construction Schedule and detailed Cost Estimates | 12/95 |
| e) Project Expenditure/Reimbursement Plan | 1/96 |
| f) Workshop Summary Report | 2/96 |
| g) Alternative Funding Plan | 2/96 |
| 3. Review Consultant progress, invoices, and recommend payments | monthly |
| 4. Report to City and COG on status of project (Reports shall comply
 with requirements for FTA, Measure K and CTC) | monthly |

Lodi Rail/Multimodal Station



Request For Proposal

MASTER SITE PLANNING

ENVIRONMENTAL REVIEW

PRELIMINARY ENGINEERING

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I. INTRODUCTION:

The City of Lodi is seeking proposals from qualified professional consultant services for the full range of expertise necessary to assist in administering and executing Phase Two of development of the Lodi Rail/Multimodal Station. This is the second phase of a four phase multi-year project to construct a rail station/multimodal transportation facility in the City of Lodi. Phase Two has three requirements:

**Master Site Planning
Environmental Review
Preliminary Engineering**

Phase Two will advance the project from the planning stage to a conceptual facilities plan that will allow a more accurate estimate of project costs and impacts. The resultant technical and financial information will provide a basis for subsequent funding and implementation decisions. A major objective of Phase Two is to evaluate all practical structures and designs and to conduct an in-depth analysis of all components, their interrelationships, and their costs. In addition, environmental requirements involving preparation of a Final Environmental Document are to be completed. The Preliminary Budget for this Request For Proposal is \$225,000. Total maximum funding for this phase of the project will not exceed \$283,400.

II. ROLES, RESPONSIBILITIES AND COMMITMENTS:

City of Lodi is the lead agency in cooperation with San Joaquin County to design and build this multimodal transportation facility. The City of Lodi will be the lead agency for the environmental review, administer the Consultant Services Agreement and authorize payments. San Joaquin County Department of Public Works will provide project management

The Lodi Rail/Multimodal Station was defined and justified in the San Joaquin County Stations Program Study. The project is supported by community groups and local agencies including: Caltrans Local District #10 and Division of Rail, the City of Lodi, the San Joaquin County Board of Supervisors, the San Joaquin County Council of Governments (Regional Transportation Planning Agency/Local Transportation Authority), the Multimodal Advisory Review Committee, the Lodi Transportation Ad Hoc Committee, and the Lodi Historical Society. The development of this multimodal facility, as part of the downtown revitalization effort, is of the highest priority for the Lodi City Council and Manager's Office.

The County Board of Supervisors has adopted rail goals and policies which guide the development of an integrated network of rail/bus transit services. Additionally, the voters passed a local transportation sales tax ordinance which is aimed at remedying current deficiencies in the transportation system. Under the Passenger Rail and Bus category funds, are devoted to projects for public mass transit and for use as local match requirements for state and federal funding. The construction of the Lodi Rail/Multimodal Station is compatible with the funding strategies identified for the region. Funds have been programmed for the Southern Pacific Railroad tracks through Lodi to facilitate the extension of the *San Joaquins* intercity passenger service from Stockton to Sacramento. Funds have also been designated for improvements to facilitate a two year regional demonstration of commuter passenger rail services in the Altamont Pass Corridor.

Intercity and commuter rail service will provide the ability to access employment centers, shopping areas and recreational facilities in Northern California by means of alternative modes of transportation. This project will create an activity center that will provide the commuter and leisure traveller the ability to interface with the *San Joaquins*, the *Capitols*, Caltrain, BART, transit bus services, existing and planned bikeways, and pedestrian facilities when travelling to the Sacramento Metropolitan Area, the San Francisco Bay Area, and the Central Valley.

III. PHASE TWO PROJECT CHARACTERISTICS:

Background

San Joaquin County is one of the fastest growing counties in the state, due in part, to its emergence as a residential center for individuals working in the San Francisco Bay Area. This growth is expected to continue over the next 20 years, with the population expected to increase by 51 percent, or from 480,600 to 727,500 between 1990 and 2010.

Given the fact that San Joaquin County has been defined as part of an air basin with a severe air quality problem, rail service and multimodal stations provide an opportunity to reduce the number of vehicle trips within the County and on the high volume, interregional corridors. This reduction in trips creates positive impacts on overall congestion, air quality, commuter options, highway maintenance and future construction costs.

Location:

The City of Lodi is a growing urban area of over 50,000 people located in the northern end of the San Joaquin Valley. The City is 90 miles east of San Francisco, 34 miles south of Sacramento and 15 miles north of Stockton.

The proposed multimodal station site is located in the area of the former Southern Pacific Depot (see Maps 1a, 1b, 1c, and Exhibit 1), bounded by Elm Street on the north, Oak Street on the south, the Southern Pacific tracks on the east, and Sacramento Street on the West. Recent City efforts regarding downtown revitalization have predicated that the area of influence be expanded to the south as far as Lodi Avenue and to east as far as Main Street.

San Joaquin County Stations Program Study

The San Joaquin County Stations Program Study was initiated to conduct a feasibility and site alternatives analysis for the communities of Lodi, Manteca/Lathrop, and Tracy. For Lodi, the Phase One Final Report recommended that further efforts should be initiated to develop a multimodal facility at the location that corresponds to this Request For Proposal. The Final Report recommended a facility that would consist of a station building, a bus transfer area, and parking for over 200 vehicles. The Southern Pacific Depot building has approximately 2,000 square feet of space which may be insufficient for proposed City of Lodi uses. Additional building space, as well as bus and automobile accommodations could be developed on the vacant lot to the south which is part of the overall parcel for development. (See Exhibit 1)

Capital costs were estimated in the Phase One Final Report for the multimodal station. The site was evaluated and cost estimates generated using standard criteria. Special conditions unique to the Lodi site were included in the costing, where necessary. A "full buildout" estimate was presented for the facilities, parking, and associated development that could be anticipated to serve projected ridership and levels of train service 10 to 15 years in the future. Cost estimates are based on 1993 dollars. (See Exhibit 2)

Phased Implementation

The Lodi Rail/Multimodal Station is a four phase multi-year program to construct a facility that will provide local and interregional mass transit services and transportation alternatives. The first three phases are programmed and fully funded. Phase One of the overall project was approved for Transportation Capital Improvement (TCI) Program funding by the California Transportation Commission (CTC) in FY 1991-92 for site assessment and feasibility. Phase Two, to conduct master site planning, environmental assessment, and preliminary engineering, was approved by the CTC for TCI funding in FY 1992-93. Due to a CTC deferral of the 1992-93 TCI funds, a combination of City of Lodi Federal Section 9 funds and local sales tax funds have been advanced to allow the TCI funds to be "traded" with the Bay Area Rapid Transit and then re-programmed in a later phase of the project.

Phase Three consists of right-of-way acquisition and has been programmed to receive FY 1993-94 federal Transportation Enhancement Activities (TEA) Program funds and local sales tax funds. Phase Four of the Lodi Rail/Multimodal Station consists of final engineering and construction. Shortfall funding in the FY 1994-95 TCI Program resulted in a reduction of previously committed Phase Four funding. The FY 1994-95 TCI funding combined with re-programmed FY 1992-93 TCI funds, Proposition 116-PUC 99622 funds, and local sales tax funds have financed Phase Four's first year tasks of final engineering and the beginning construction. The second year of Phase Four will require a FY 1995-96 TCI Program award to complete construction of the multimodal facility.

Goals and Objectives

The Lodi Rail/Multimodal Station will bring together a variety of mass transit services and transportation alternatives. Design features will attract and accommodate express and commuter bus services, as well as, intercity Greyhound services, local intercity services, local taxi services, and dial-a-ride services. The station will provide transit interface with proposed commuter and intercity rail services. Plans provide for community, private sector, and commercial interests to integrate their development with the buildout of the multimodal project area. The desire of the agencies involved is to emphasize the development of a transit center which will be attractive to the private sector with carefully underscored implications for the possibilities of joint use.

Rail Transit Service

The distribution of arriving modes and the number of transfers at the multimodal will depend upon projected transit service scenarios, especially the *San Joaquin* intercity rail service to Sacramento and Altamont Commuter Rail Service to the Bay Area. (See Map 2)

Intercity:

There currently is no direct rail service between Stockton and Sacramento and the market is served by a direct feeder bus connection for the *San Joaquins* in Stockton. The Southern Pacific route between Stockton and Sacramento has received considerable attention from Caltrans as the preferred route for extending passenger rail service as part of the *San Joaquins*. In the California Rail Passenger Development Plan: 1991-96 Fiscal Years, Caltrans recommends the following regarding the Sacramento-Stockton segment: "Direct service will be provided to Sacramento...as soon as possible. These actions are subject to...securing railroad approval for the new services."

In October 1992, Amtrak requested permission from Southern Pacific to operate over the line. Service levels on the *San Joaquins* are projected to increase from four to six round trips per day in 1996, with the delivery of the California Cars and completion of track upgrades south of Stockton. Extensive commitment among public agencies regarding the provision of intercity passenger service over the route between Stockton and Sacramento has prompted the Southern Pacific to advance negotiations for the service's institution.

Sacramento service will be required to run unimpeded at all times with no excessive delay expected for freight operations. Caltrans, Division of Rail, is the lead agency for the improvements necessary to permit direct rail service of the *San Joaquins* passenger train service from Stockton to Sacramento. Decisions regarding the eventual alignment for San Joaquin service between Stockton and Sacramento will have implications for the requirements at the Lodi Rail/Multimodal Station. Construction of this station must have the ability to accommodate the evolving regional and state-wide rail infrastructure.

Commuter:

The Altamont Pass Passenger Rail Corridor Study is commissioned by the San Joaquin County Council of Governments to create a rail passenger development strategy for both short- and long-term commuter rail service in the Corridor. Responsible agencies within San Joaquin County are in the process of negotiating a demonstration commuter rail service which will originate in Stockton and have a final destinations in San Jose. This demonstration regional commuter rail service is being negotiated to begin in the Fall of 1996.

Altamont Phase One Study recommendations have concluded that service to and from Sacramento is an attractive extension of the route. Direct rail passenger service between Sacramento and the new Stockton terminal will connect with the *San Joaquins*, thus linking the State Capitol by train with other Central Valley communities and Southern California. By extending service to Sacramento ridership would likely enhance service economics. It is possible to view this service as complementing the intercity *Capitols* route by developing schedules to fill gaps in service, and/or operating the rolling stock as a common equipment pool.

High Speed Rail:

The California High Speed Rail Study was begun under legislative mandate of Assembly Bill (AB) 971. The AB 971 Report, approved by the California State Legislature in June 1990,

examined the options, costs, and benefits involved with incremental upgrade of passenger rail service to provide true high speed service through the San Joaquin Valley. The Report identified the direct rail link between Stockton and Sacramento, via Lodi, as a high priority as it would permit significantly improved access to the state Capitol from Valley communities.

Bus Transit Service

Lodi Public Transit provides general public dial-a-ride transportation services throughout the City seven days per week. Additionally, service is provided to the unincorporated areas of Woodbridge and Acampo. The City of Lodi operates a fixed-route service consisting of four routes with 30 minute headways. The downtown multimodal station will serve as the central transfer and hubbing point for local fixed-routes. Additionally, the multimodal will serve as the Lodi Transit operational headquarters providing accommodations for supervision, dispatching and drivers.

The San Joaquin County Transit System Plan established fixed-route service between Lodi and Stockton in addition to interregional bus/rail service to Sacramento. The Stockton-Lodi connection for the San Joaquin Regional Transit District is a service improvement that has now been implemented. Currently, the Regional Transit District has two routes that converge on Walnut Street west of Sacramento Street. This transfer point will move to the vicinity of the proposed multimodal location.

Greyhound Lines and Orange Belt Stages both provide passenger service to Lodi on their Sacramento-Stockton lines. Delta Casino, a private operator, also services Lodi from the current Greyhound Depot. Additionally, Greyhound Lines has indicated an interest in relocating their operation to the multimodal site. The site location is convenient for future transit and bus services including Greyhound and provides ample site area to accommodate future needs.

Bicycle/Pedestrian

The station site is surrounded by both residential and commercial activities and pedestrian and bicycle traffic is anticipated. To encourage pedestrian and bicycle use, design standards will incorporate dedicated facilities and amenities into the Lodi Rail/Multimodal Station. The amenities could consist of the following components:

- construction of separated, multi-use paths which connect the local thoroughfare with the parking facilities, rail station facilities, platform areas, and bus transit points.
- installation of a sheltered bicycle area.
- installation of bicycle racks and/or lockers with adequate capacity at convenient locations near the transit facility building and rail platforms.
- installation of commuter bicycle racks and/or lockers in the parking lot.

Historical Preservation

The Lodi Rail/Multimodal Station will be used to reinforce the City's commitment to local community organizations and historic preservation. The City, fearing the loss of a site of

historical significance, presented a resolution that the County Board of Supervisors approved opposing any demolition of the Southern Pacific Rail Depot by the railroad. Since the adoption of the resolution, the Lodi Historical Society has declared the Depot a site of historical significance. The Master Site Plan will be developed in a way that will preserve and comply with historical rehabilitation guidelines. As a community focal point, the multimodal will be used to provide local organizations the opportunity to reinforce a sense of community pride, to promote local events, and maintain a resource of local historical significance.

Economic Development

The development of the Lodi multimodal facility will generate several economic benefits for the downtown commercial core. The multimodal will have an immediate visual impact on the station area, which will improve the economic viability of the area by changing the perception of the downtown. The design of the facility will be integrated into the existing building inventory in the downtown commercial core. A landscaped area would provide a high quality public space which could serve as an immediate visual focus for the multimodal area. In addition, the parking and landscaping improvements associated with the multimodal will create a positive visual impact in the immediate vicinity. Overall, the development of the multimodal will substantially upgrade the appearance of Pine Street and Sacramento Street and provide a much improved entrance to the downtown by extending the pedestrian environment of School Street to the east.

The transit services in the station will provide a significant new focus of activity in downtown Lodi, due to the number of transit riders that will use the facility. Since many of the riders will be people who do not currently travel through downtown, a significant portion of the ridership would result in new downtown activity. The multimodal site area may also include public or nonprofit uses such as an information office, a visitor center, a small museum or exhibit gallery, chamber of commerce, City services, or volunteer services. These types of functions could provide site management and security services.

The non-transit uses at the multimodal project area could include retail and service activity. Retail kiosks, a news stand, and portable street vendors could be located at the multimodal. The transit center, which will have excellent visibility and access, could be a preferable location for small stand-alone activities such as film processing and automatic teller machines for banking. Additional economic activity might eventually be generated on adjacent sites because of the multimodal's central location, ease of access, abundant parking, proximity to the downtown commercial core, and some built-in market support provided by transit riders. The multimodal facility should be viewed as a proactive element in the near- and long-term economic development goals of the City of Lodi.

Land Requirements:

The right-of-way parcel that has been programmed to receive TEA Program and local sales tax funds is currently owned by the Southern Pacific Railroad and is approximately 4.4 acres. Expansion of administration offices or public services functions could be accommodated within potential available air rights of the building(s) or an increased project area of influence.

IV. SCOPE OF SERVICES:

A. Goals and Objectives:

The Lodi Rail/Multimodal Station is multi-jurisdictional in scope and when completed will be a centerpiece for the community that will provide local and inter-regional mass transit services and transportation alternatives. Careful consideration of transit operations, site design, traffic circulation, and integration with the City of Lodi's Downtown Revitalization effort must allow reasonably direct access for the individual passenger to a maximum number of destinations.

B. Project Intent:

The project will consist of Master Site Planning, Environmental Review, and Preliminary Engineering. Recommendations will result in the development and construction a multimodal station in downtown Lodi. An Implementation Plan for Master Site Planning improvements and Preliminary Engineering requirements must be produced with an Action Plan for institutional arrangements, financing, and operating services (feasible for start-up service, near, and long term) at each level. The overall project must be evaluated, through the CEQA/NEPA process, to determine if the project may have significant effects on the environment.

Included within the project will be a review of all completed and ongoing studies upon which recommendations might be built. Project activities must recognize the importance of maintaining and promoting coordination among interested parties. At the outset, procedures will be developed for sharing project information to keep staff informed of all activities. On a regular basis, staff will be briefed on work in progress and completed. In addition to frequent contact, the County Project Manager will be provided with a monthly update on work being performed.

At designated points during the analysis, meetings will be held with City and County representatives and individual technical review groups. These meetings will provide an opportunity for advisory groups to establish direction on key policy/technical issues. Station development is to occur with extensive public involvement and participation throughout the process so as to establish community consensus.

The preparation of documentation for other government agencies will be required including, but are not limited to, quarterly progress reports, environmental documents, and the requirements to advance the project into subsequent phases. Along with the need to keep the City and County informed as to project activities, work progress and established budget must be monitored. Any problems that might interfere with work activities must be identified and resolved, and if necessary, staff and project resources must be reallocated to ensure project schedule and budget.

C. Project Tasks

1. MASTER SITE PLANNING

Immediately after project initiation, kick-off meetings will be held with the Consultant project team, the County's Project Manager, and City representatives to review the work scope and to

reach consensus upon the goals, objectives and evaluation criteria which will guide the master site planning, environmental analysis, preliminary engineering phases, and the public involvement portion of the project. The focus of these meetings will be to clarify both the constraints and opportunities of the Lodi Rail/Multimodal Station and facilitate the certification of the Environmental Documentation as quickly as possible.

Hazardous Materials Assessment and Geotechnical Site Investigation

The first work tasks of the Master Site Planning Phase will be a hazardous materials assessment and geotechnical site investigation for use in future environmental and final engineering efforts. The hazardous materials assessment will be in compliance with existing California Transportation Commission guidelines (Resolution G-91-2), as well as, the proposed guidelines that will supersede the existing guidelines. Soil and groundwater contamination from petroleum and hydro-carbon based pollutants are on the site. Constraints, if any, will be identified for the proposed project due to the presence of hazardous contamination or hazardous materials.

The geotechnical investigation will include: 1) drilling and sampling exploratory borings in the vicinity of the proposed main building, and parking and utility building areas, and 2) testing selected soil samples in the laboratory to classify the soil and determine expansion and strength characteristics.

Written reports summarizing findings, conclusions and recommendations of the hazardous materials assessment and the geotechnical investigation will be prepared.

Validate Needs Assessment

In addition to the passenger rail improvements, the multimodal facility must have accommodations for local fixed-route and dial-a-ride operations, Regional Transit District linkages, Greyhound operations (building and bus bays), parking and dropoff areas for private automobiles, taxis, and other shuttle services. All facility operators will have specific spatial needs. While many features such as such as restrooms, access roads, and parking areas can be shared, other features such as administrative areas and patron areas may need to be separated to account for different operating needs and corporate identities.

The ultimate purpose of this task is to update and refine the Phase One goals, objectives and user needs as appropriate and, building upon the previous work begin to move all parties toward consensus on station site concepts. As a starting point for Phase Two, the Phase One Final Report project characteristics and needs assessment will be integrated into the City's Downtown Revitalization effort. As part of this existing conditions documentation task, the Consultant will address the following issues: 1) rail operations; 2) bus service needs; 3) circulation and parking; 4) passenger needs; 5) land use and economic plan consistency; and 6) joint development opportunities.

Rail Operations - Determining the optimum station location will involve consideration of a number of rail operating variables including potential future passenger train routings, passenger train layover requirements, freight train operations, signalling requirements, track layout, grade

crossing requirements, and platform requirements. Findings and a preliminary track and rail facility sketch plan will be contained in a technical memorandum. However, the most important product of the rail operations component of this task should be developing a consensus among Caltrans Division of Rail, Amtrak, the Southern Pacific Railroad, the City, and the County; on a site concept acceptable to all.

Bus Service Needs - The multimodal station is envisioned to support: local fixed route buses, dial-a-ride services, San Joaquin Regional Transit District buses, commuter rail feeder buses, Greyhound, and, perhaps, tour/charter buses. Different operational features and passenger interchange needs will be analyzed for approach/departure routing patterns, terminating-layover-thru routing features, baggage handling needs, driver and other support facility needs, preferred loading configuration, and pulsing operations. Bus loading bays, as well as bus holding bays analysis, will be required including associated roadway area. Additionally, the Regional Transit District has developed two regional routes that acknowledge the multimodal site as a transfer point that will allow direct transfer between buses on different routes that must be analyzed.

Circulation and Parking - Key circulation considerations will include access driveways, on-site turnaround needs and need to segregate circulation systems for different transportation users. A jointly used drop-off/pick-up service area could be provided to serve automobiles and transit services. Layover areas for taxis and shuttle vehicles will also be provided. Parking spaces will be provided for local transit service, Greyhound, and Amtrak operations and should be in close proximity to the facility. Parking areas must account for both actual parking areas and circulation aisles, and also for parking of emergency and service vehicles. Parking needs of the downtown multimodal must consider the present and future site area parking context. Bicycle/pedestrian features and amenities will also be assessed. Findings and a preliminary parking management plan will be contained in a technical paper.

Passenger Needs - Passenger needs assessment for the multimodal station will include: access, processing, waiting, transferring, boarding/alighting facilities, and amenities. Findings will be expressed in terms of desired, minimum and shared space requirements for loading platforms, waiting areas (enclosed, covered and open) and passenger processing and amenity areas. Specific attention will be directed at passenger flow movement patterns.

Station amenities will include all building areas, parking, circulation aisles, and minimum landscaping. Additional spatial needs will be required for items such as Lodi Transit administrative and operational staff and possible community development. The identity of the facility will be thoroughly evaluated to identify and recommend a type of architecture/style requiring consensus between the City and related agency interests.

Consistency with Land Use and Economic Plans - The proposed and potential objectives for the multimodal facility with respect to local land use, urban design and economic plans for the project area will be evaluated. This effort will be closely coordinated with the Lodi City Council and City Manager's Office to ensure an understanding of center city planning objectives, especially as they relate to the Downtown Revitalization effort. Opportunities for joint uses, potential types of uses, site locational needs and support functions, such as parking, will be evaluated early in the work effort.

Products of this subtask will be two (2) project planning memoranda documenting the consensus achieved. The first memorandum will define Phase Two goals, objectives and methodology; the second memorandum will identify evaluation criteria which will be used in assessing refinements of the "preferred" concept, as well as an alternative. In addition, a Working Paper documenting validation of user needs will be produced at the conclusion of this task.

Conceptual Design

Site visits will be conducted to determine passenger market areas, system operation features, roadway access, at-grade railroad crossing conflicts, and space/facility constraints and opportunities, particularly with regard to transit interface, user access and parking. Early project activity will be a thorough evaluation of the opportunities and constraints of a conceptual site plan for the spatial requirements of two alternative building layouts. Influence diagrams will be prepared and should include: consistency with efficient system operations (rail and transit), capacity, passenger utility, access features, safety, flexibility (joint use), and relative cost.

Conceptual site plans will be prepared that indicate the building(s) footprint, vehicular circulation and parking requirements, bus bays, passenger amenities and conceptual landscaping schemes. Conceptual sketches, depicting the type of form and character the project will take on, should be generated at this time, including vignettes, perspectives, plan, elevations and sections. Plans should show hardscape delineations, softscape, plant massing, pedestrian area treatments, etc.

Preliminary environmental screening of the site should be performed. The site will also be analyzed with respect to civil engineering and track/signal railroad issues, and available records should be researched for information on existing utilities and topographic data. Preliminary gross unit cost estimates will be developed for the site plan. Preliminary alternative concept plans, evaluation matrices and cost estimates will be presented.

Conceptual Architectural/Civil Engineering Development of Multimodal Facility Site

Once consensus has been achieved on the selected alternative, a conceptual architectural design for the terminal facilities; including floor plan, cross-section, and elevations will be developed. Site circulation, loading areas, drop-off areas, and ramp requirements for parking should be included. A conceptual design for a simple maintenance facility will be developed assuming a simple structure used principally for storage of building supplies and equipment incorporated within the facility building(s).

Topographic and utilities surveys will be conducted to provide information concerning the existing topographic, track/signal, utility, Southern Pacific Railroad fuel pipeline, project control, boundary, and right-of-way information. Site base maps and conceptual engineering drawings will be prepared showing all collected survey data. The following additional conceptual engineering studies will be also be completed:

- Concept design of power supply and distribution (HVAC) and lighting systems.
- Elderly/disabled diagram and analysis demonstrating compliance with ADA.
- Conceptual layouts for off-site traffic improvements and bicycle/pedestrian access.

- Conceptual layouts for water, sewer, storm drainage, power supply, and railroad track improvements.

Line item cost estimates for the terminal facility, maintenance building and miscellaneous covered waiting structures will be prepared. Estimates will include all civil engineering and railroad track items, including mechanical/electrical systems, and all site-related improvements.

Traffic Circulation/Access Analysis

A preliminary traffic circulation analysis will be conducted to address the impacts associated with the multimodal facility, the unique needs of a mass transit facility, an intercity railroad station, and the surrounding land uses. The data collected and the analysis performed will identify improvements to the traffic network that can be implemented in stages as the project is constructed. The methodology for the transportation and circulation element of this task should follow California Environmental Quality Act and the Federal National Environmental Protection Act guidelines, as well as the guidelines set forth in the local Congestion Management Plan.

Public Involvement Program

The objectives of the Public Involvement Program for Phase Two are to:

- Promote participation in the planning process through a well-designed and targeted community workshop program;
- Build community consensus for a multimodal transportation facility in the City of Lodi and the development of regional transit facilities countywide;
- Improve communication and among decision-makers and community residents; and
- Assist in the development of a matrix of issues and evaluation measures, based on community and operator concerns.

To accomplish these objectives, the Program will be guided by the following principles:

- 1) Key community groups and organizations will be consulted at critical decision points. Technical information must be shared and prepared in a form which is understood by all parties.
- 2) Goals, objectives, and issues will be identified and ensure that the participation program is tailored to the local area and meets its special needs.
- 3) Community residents, professional experts and public officials must be actively engaged in a shared process of information gathering, problem identification and priority setting.
- 4) A careful record must be kept of community concerns and issues. The record should be organized into a format that allows for its maximum integration into the Final Project Report.

Public Involvement Program

Community Workshops and Environmental Public Hearings will be organized and conducted working closely with the City and the County. A schedule of workshops and hearings will be proposed. These workshops and the public hearings will be documented in a Workshop Summary Report which will be incorporated in the Final Project Report.

MASTER SITE PLANNING DELIVERABLES

Products of this task will compliment the concurrent environmental review process and preliminary engineering of the preferred station site concept. Master Site Plan Sheets will be developed in suitable format (including existing utilities and the Southern Pacific Railroad fuel pipeline) for presentation/review and details will include:

- building location and orientation
- interior floor plan
- transit amenities - stops, drop-off locations, and circulation
- rail platform locations
- traffic access, circulation and parking
- bicycle/pedestrian circulation, safety and surveillance
- landscaping plan
- hazardous materials and geotechnical investigation reports

2. ENVIRONMENTAL ANALYSIS

Environmental Screening

An initial identification of environmental issues was addressed in Phase One, but no specific environmental analysis has been completed for the project. The City of Lodi, as the lead agency, will generate a Preliminary Initial Study Environmental Checklist to identify areas of significance that will require further assessment and possible mitigation. The Preliminary Initial Checklist will be made available to interested Consultant firms at the Pre-Proposal Conference.

Impact Assessment

Subject to the evaluation of Preliminary Initial Checklist, detailed technical analyses for the Lodi Rail/Multimodal Station may need to be conducted to address environmental standards that are applicable to the project. The Master Site Planning reports summarizing the findings, conclusions and recommendations of the hazardous materials assessment and the geotechnical investigation will also be incorporated into the environmental review. Preparation of the following technical work plans for the project may be required for appropriate environmental review:

- Land Use
- Plans and Policies
- Traffic and Circulation
 - existing conditions
 - cumulative growth
 - mitigating measures
- Air Quality
- Noise and Vibration
- Energy
- Cultural Resources/Section 106
- Section 4(f) Evaluation

- Hydrology
- Biological Resources
- Hazardous Materials
- Soils and Geology
- "Level Two"
- Economic Impact Analysis
- Public Service
- Visual Resources

ENVIRONMENTAL DELIVERABLES

Concurrently, or at the conclusion of the Master Site Planning work effort, the Consultant will facilitate the certification of the Environmental Documentation as quickly as possible. The environmental process will incorporate, as much as possible City Downtown Revitalization efforts. Products of this task will satisfy requirements for CEQA/NEPA environmental review and clearance, with recommendations for mitigation and monitoring for the development of the Lodi Rail/Multimodal Station.

3. PRELIMINARY ENGINEERING

Architectural Drawings Deliverables

Drawings and descriptive specifications for major features and components shall be prepared for the multimodal facility, maintenance building, and miscellaneous passenger waiting shelters and amenities. Drawings shall be in Auto CAD format and spreadsheets shall be in Excel format. Production processing, quality control review and on-going coordination with the City and County staff will be required. Detailed line item cost estimates for the architectural improvements shall be provided. Drawings will include:

- Floor plans at 1/4" scale and roof plans at 1/8" scale;
- Conceptual structural plans and sections;
- Exterior elevations at 1/4" scale;
- Signage and graphics (conceptual); and
- Descriptive specifications for major features and components.

Infrastructure Engineering Deliverables

This task consists of further refinement to the following infrastructure engineering elements:

- HVAC, electric, power,
- yard piping
- structural;
- railroad track and signal;
- traffic circulation;
- storm drainage, waste water systems, and water supply and distribution

Site infrastructure drawings and cost estimates shall be prepared to a preliminary engineering level of 25% contract drawings and show street modifications/improvements, grading, drainage, sewer and water improvements, power supply, preliminary layout for parking areas, bus bays, passenger areas and platform design, and the building(s) footprint. Drawings shall be in Auto CAD format and spreadsheets shall be in Excel format. Work products for this task shall consist of preliminary structural calculations. A descriptive specification for major mechanical/electrical components, equipment and structural elements shall also be prepared. Production processing, quality control review; and on-going coordination with the City and County staff shall be required.

Landscaping Deliverables

Construction documents for the landscape plan shall be prepared to a preliminary engineering level of 25% of contract drawings. Base sheet information and cost estimates shall be prepared with drafted hardscape items shown, such as walks, walls, fences, benches, tree grates, etc. A draft planting plan shall be developed, which will include landscape areas, delineation of hardscape/softscape areas, and tree plantings. Also, the following shall be produced: descriptive detail sheets, general notes; descriptive specifications; catalog cuts of proposed site furniture; production processing, quality control review; and on-going City and County staff coordination. Drawings shall be in Auto CAD format and spreadsheets shall be in Excel format.

Cost Estimating Deliverables

Cost estimates developed in previous tasks shall be refined based on the technical drawings and descriptive specifications prepared. Upon completion of the preliminary engineering plans, a line item cost estimate for all items relating to civil engineering and railroad track and signal items shall be prepared. These cost estimates shall be included in the Final Project Report. All preliminary engineering plans and line item cost estimates shall be generated in a format that will be transferred electronically. Spreadsheet costing shall be in Excel software format and preliminary engineering plans shall be in Auto CAD.

PROJECT REPORTS

Concurrently, or at the conclusion of the Master Site Planning work effort, the Consultant will facilitate the certification of the Environmental Documentation as quickly as possible. The Consultant will prepare a Preliminary Project Report, Draft Final Project Report and Final Project Report. The Consultant will be required to make a final presentation to the Lodi City Council of the Final Project Report and recommendations for formal adoption. The Final Project Report shall include all elements required by the California Transportation Commission to advance the Lodi Rail/Multimodal Station Project to Phase Three, including:

- Completed Master Site Plan Sheets
- Completed environmental documentation including project description and cost;
- Preliminary Engineering documentation for architecture, infrastructure, and landscaping;
- Project schedule including construction contingency plan, agency responsibilities and major cost components through project construction;

- Workshop Summary Report;
- Project Financial Action Plan showing alternative funding proposals for the project;
- Cash expenditure and reimbursement plan; and
- Compliance with CTC policies and program guidelines.

D. Standards:

All project work must meet the following requirements and standards:

1. The Consultant will work closely with the City of Lodi, the County Project Manager and affected agencies involved in the project. The City will exercise review and approval functions through the County Project Manager during the project. The Consultant will present all working papers and reports in the general form agreed to with the County Project Manager. All work products will be the property of the City of Lodi.
2. The Consultant will be responsible for presenting all technical memorandums, working papers and reports to the County Project Manager and the Lodi City Managers Office. These meetings will provide an opportunity for the Consultant and County Project Manager and City staff to review the work performed to date. In addition to review, they will also discuss and refine draft products and establish direction on key issues.
3. A Public Participation process will be an important part of the project to assure public involvement and consensus. Additionally, the Consultant will be required to make presentations to the Lodi City Council. The Consultant will recommend an appropriate schedule and/or plan for public participation meetings to be reviewed and adopted by the County Project Manager and the Lodi City Managers Office.
4. The Consultant is solely responsible for the accuracy and completeness of all data contained in memorandums, papers and reports. The County Project Manager will exercise review and approval functions at key points and milestones during the project and conduct project status reports and meetings with the Consultant.
5. The Consultant will implement and maintain a Quality Control Plan during the preparation of plans and documents for this project. This Plan will be in effect during the entire time work is being performed for this project. The Plan will establish a process where calculations and plans are independently checked and corrected, and all job related correspondence and memoranda are routed and received by affected persons and then bound in appropriate files. All work products submitted to the County Project Manager for review are required to be marked clearly as being fully reviewed and that the preparation of the material followed the quality control plan established for the work.
6. The Consultant shall prepare a critical path method (CPM) for this project showing a deliverables schedule and relevant data needed for work control. The CPM will be immediately revised by the Consultant and supplied to the County Project Manager should it become apparent that a benchmark has not or will not be achieved.

7. The Consultant will prepare and submit to the County Project Manager for review a monthly project status report including a critical path review/update, budget status, cash drawdown schedule, elements completed, outstanding correspondence, unresolved issues, planned meetings and preparation for meeting agendas.
8. The Consultant will be required to obtain prior approval of the County Project Manager for any communications with the public media pertaining to this project.
9. If the Consultant fails to submit the required deliverables set forth in the Consultant Services Agreement, the City of Lodi shall have the right to withhold payment, and/or terminate the Agreement upon thirty (30) calendar days written notice to the Consultant.

V. PROPOSAL REQUIREMENTS:

A. Executive Summary:

The proposal shall include a three (3) page summary, emphasizing the approach, qualifications and capabilities of the Consultant and should indicate an understanding of the goals of the project and the services required for performance of the Scope of Services.

B. Work Plan:

A Work Plan shall be included which delineates the approach to be employed to complete the project. The Work Plan should demonstrate the Consultant's understanding of the Scope of Services, refine/expand the Scope to reflect the Consultant's approach to completing the work, and the Consultant's capability to deal with the required Scope within the proposed schedule. The Work Plan shall include the following:

1. Identify the Consultant project manager and detail his/her specific responsibilities.
2. Describe the approach and methodology that will be used to provide the required services including any equipment. The specific level of engineering and subsequent work products must be emphasized. This level of detail must clearly delineate between the separate disciplines of master site planning, environmental review, and preliminary engineering.
3. Identify any supplemental tasks deemed necessary and recommend any alternatives which may enhance the project, reduce costs or speed delivery.
4. Indicate where the work is to be performed. If the work is to be shared among firms and different offices, identify the office locations and the work to be performed in each office. Active use of local subConsultants will be considered in the evaluation of each proposal.
5. Indicate how much staff time the Consultant assumes City of Lodi staff, the County Public Works Department, Caltrans or other agencies will devote to the preparation or completion of the tasks outlined in the Scope of Services.

C. Schedule:

A comprehensive schedule must be presented to reflect the time frames and person hours required for completing each portion of the project. The plan must include proposed person hours broken

down by task and position classification and give the total number of person hours required to complete the entire project. Milestones must be identified which are interdependent and the completion date of each milestone.

The Consultant is encouraged to develop additional detail regarding the project schedule, suggest changes to the schedule within the constraints of the Start and End Dates and suggest changes to expedite delivery of the Final Project Report.

Tentative date of Execution of Consultant Services Agreement by the Lodi City Council is February 15, 1995 and issuance of Notice to Proceed by the County Project Manager is February 16, 1995. Tentative date for submission of the Draft Project Report is January 1996.

D. Prior Work Experience and Qualifications:

The Statement of Qualifications will contain the following for the Consultant and subConsultants:

1. A one (1) page summary of the Consultant's overall capabilities, history, recent and related experience, expertise and a one (1) page organizational chart showing the proposed relationships between all key personnel and support staff who are expected to work on the project.
2. Resumes of key personnel anticipated to participate in the project and an explanation of the function that each key person will be performing. Similar information is required for each subConsultant utilized, if any, and the approximate percentage of their contribution. The Consultant should include a statement of the level of guaranteed commitment of the proposed individuals to actually perform the scope of services/work required.
3. A list of projects, similar in nature to the proposed project, that the key individuals anticipated to participate in this project have completed. The list should include:
 - Client name, contact person and current phone number
 - Project description and location
 - Description of services provided
 - Budget performance
 - Schedule performance
 - Key personnel involved
 - SubConsultants employed
4. A description of the Consultant's affirmative action plan aimed at eliminating discrimination based on race, color, religion, sex or national origin and a description of the Consultant's previous compliance with the plan.

E. Nondiscrimination:

The prospective Consultant must certify compliance with the requirements pertaining to the development, implementation and maintenance of a nondiscrimination program. The Consultant's signature, affixed to and dated on the cover letters, as required by Section V.I. below, shall constitute a certification under penalty of perjury under laws of the State of California that the Consultant has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code Section 8103.

F. Disadvantaged Business Enterprise (DBE) Report:

This project is subject to the State of California's Disadvantaged Business Enterprise (DBE) program. The State has established a goal of 15% for Minority Business Enterprise (MBE) participation, 5% for Women Business Enterprise (WBE) participation and 3% for Disabled Veterans Business Enterprises (DVBE) participation, as defined by the State of California.

All DBE firms must have valid State of California certification from the Department of Transportation or the Department of General Services Office of Small and Minority Business at the time of Request For Proposal release. The Consultant must meet, OR make good faith efforts to meet these DBE goals. Should the DBE goals not be met, the Consultant is required to submit information demonstrating that a good faith effort was made in attempting to meet the goals. Information to be submitted with the proposal shall include:

- Names of potential DBE firms and sources from which the firm was obtained;
- Names and dates of advertisement of newspapers, trade papers and minority-focus papers in which ads for this project were placed;
- Names of certified DBEs solicited by direct mail;
- List of project tasks/items of work for which Consultant requested sub-bids;
- Names of DBEs who submitted bids for any work and furnished information; and
- A summary of discussions and/or negotiations with DBEs which were not accepted and reasons for non-selection.

The Consultant shall submit the following information if no subcontractable work is identified:

1. What is the proposer's standard business practice regarding subcontracting work performed under this contract?
2. If the proposer has ever subcontracted portions of this type of work, under what circumstances?
3. What elements of work under this contract, or equipment to be purchased in order to perform this contract, could lend themselves to be subcontracted? What are the costs associated with them? Why were they not subcontracted?

Final determination of goal attainment or good faith effort by the Consultant will be at the City of Lodi's discretion.

G. Conflict of Interest:

The Consultant shall disclose any financial, business or other relationships with the City of Lodi, San Joaquin County, and/or the San Joaquin County Council of Governments that may have an impact on the outcome of this project. A potential conflict of interest includes contracts with City departments, County departments, Council of Governments, and contracts with local land developers.

The Consultant shall also list current clients who may have a financial interest in the outcome of this Consultant Services Agreement. This list should specifically include all current clients of the

Consultant or any subConsultants who currently operate freight or passenger rail services within the project area or who have a financial interest in operating such services. Should the Consultant establish or become aware of such a financial interest during the course of Agreement performance they must inform the County Project Manager in writing within 10 (ten) days. A potential conflict of interest does not automatically disqualify a Consultant from Consultant Services Agreement consideration, but will be factored into a final award decision.

H. Insurability:

The City of Lodi's insurance requirements will be part of a Consultant Services Agreement. The Consultant will need to provide information and evidence of insurability. Insurance limits will be subject to review prior to Agreement finalization. The Consultant shall obtain and keep in force and effect during the term of the Agreement: Professional Negligence and General Liability Insurance, including contractual and automobile liability, with a combined single limit in the minimum amount of one million dollars (\$1,000,000), which policy shall name the City of Lodi and San Joaquin County as additional insured. "Claims Made" policies will not be acceptable.

I. Signing of Proposal/Authorization to Negotiate:

Each proposal submitted shall be executed by the Consultant or an authorized representative. The proposal shall be delivered with a cover letter signed by an official authorized to bind the prospective Consultant contractually and contain a statement that the proposal is a firm offer for a 90-day period. The Consultant must identify those persons authorized to negotiate and contractually bind the company with the City of Lodi on this Request For Proposal.

The signed cover letter also constitutes certification under penalty of perjury, that the Consultant complies with nondiscrimination requirements of the State and the Federal Government as specified in Section V.E above. An unsigned proposal or one signed by an individual not authorized to bind the prospective Consultant will be rejected.

J. Debarment and Suspension Certification:

In accordance with Title 49, CFR, Part 29, Debarment and Suspension Certification, the Consultant shall certify that there are currently no suspensions, debarments or voluntary exclusions or ineligibility determinations by any federal agency. See Attachment A.

K. Cost Proposal:

Format: The cost proposal shall identify recoverable cost and include: 1) a separate itemization for each milestone and project task, and 2) a summary cost proposal of all personnel costs consisting of professional classification, rate, and hours. The cost proposal shall be submitted with the proposal in a separate and sealed envelope and shall follow the format provided in Attachment B, "Sample Cost Proposal". The Preliminary Budget for this Request For Proposal is \$225,000. Total maximum funding for this phase of the project will not exceed \$283,400.

1. **Personnel Costs:** name, position and hourly rate of all Consultant and subConsultant personnel to be used in performing the Consultant Services Agreement. Cost estimates shall include hourly rates by position, number of hours by position, and total cost by position. Hourly rates shall include all labor additives, such as employee benefits, vacation, sick leave, insurance, retirement.
2. **Overhead:** shown as a percentage of total salary costs. Include costs associated with maintaining established offices and profit.
3. **Other Direct Costs:** such items may include travel expenses and materials costs [including costs for seventy-five (75) copies of each working papers including the environmental assessment, the Draft Final Project Report; and seventy-five (75) copies and one (1) reproducible original of the Final Project Report].
4. **Contingency Costs:** these include all additional costs that could be incurred, additional meetings or presentations, or other contingencies.
5. **SubConsultant Costs:** the percentage of total costs that is attributable to any subConsultant should be included. SubConsultant's personnel, overhead, other direct, and contingency costs shall include all cost elements required in the above sub-clauses 1, 2, 3, and 4 and be presented in the prescribed format.

VI. PROPOSAL SUBMISSION REQUIREMENTS:

All proposal packages shall be firm offers, valid for a period of 90 days following the deadline for submission. Ten (10) copies of the Proposal shall be submitted in response to this Request for Proposal. Five (5) copies of the Cost Proposal shall be sealed in a separate envelope from the rest of the proposal (Statement of Qualifications, Work Plan, Schedule, etc.) and identified as the Cost Proposal.

The proposal must be in writing, sealed and delivered to the County Public Works Office at the following address:

Ms. Stacey Mortensen, County Project Manager
San Joaquin County
Department of Public Works
1810 East Hazelton Avenue
Stockton, CA 95205

The following information must be placed on the lower left corner of the sealed envelope/package containing the proposal:

Proposal for the Lodi Rail/Multimodal Station
Firm: (Name of Submitting Firm)
OPEN BY ADDRESSEE ONLY

All proposals must be received no later than 4:00 p.m. on December 16, 1994. Proposals received later than the above date and time will be rejected and returned unopened.

VII. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on November 21, 1994, at the Carnegie Forum, 305 West Pine Street, Lodi, at 11:00 a.m.. Minutes of the Proposer's Conference will be mailed out to each individual or firm in attendance, or upon receipt of a written request, or a request FAXED to the attention of the County Project Manager at (209) 468-2999.

No questions regarding this proposal will be answered after 4:00 p.m. on November 26, 1994. No meetings between Consultant project teams and County Project Management staff will be held after the release of the Request For Proposal. Inquiries should be directed to the County Project Manager as indicated in Section VI. Proposal Submission Requirements or maybe FAXED to the attention of the County Project Manager. Submitted inquiries will be addressed at the conference and a summary of replies will be included with the Pre-Proposal Conference minutes.

VIII. CONSULTANT SELECTION:**A. Schedule**

Release Request for Proposals	<u>November 10, 1994</u>
Pre-Proposal Conference	<u>November 21, 1994</u>
Questions/Inquiry Cut-off	<u>November 22, 1994</u>
Proposals Due	<u>December 16, 1994</u>
Notification/Scheduling Oral Interviews	<u>January 5, 1995</u>
Proposers Oral Interviews	<u>January 13, 1995</u>
Consultant Recommendation to Lodi City Council	<u>February 10, 1995</u>
Lodi City Council Execute Consultant Services Agreement	<u>February 15, 1995</u>
County Project Manager Issues Notice To Proceed	<u>February 16, 1995</u>

B. Proposal Evaluation:

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section V. "Proposal Requirements". Failure to meet the requirements for the Request for Proposal will be cause for rejection of the proposal.

The City may reject any proposal if it is conditional, incomplete or contains irregularities. The City may waive an immaterial deviation in a proposal. Waiver of any immaterial deviation shall in no way modify the Request for Proposal documents or excuse the Consultant from full compliance with the Consultant Services Agreement requirements if the Consultant is recommended for award of the Agreement.

C. Selection Process:

The County Project Manager will assemble a selection committee which will evaluate those proposals that meet the proposal requirements and select four (4) candidates for interviews. The evaluation for the written proposals will be based on the criteria shown in Attachment C. The selection committee has not been assembled, but will likely include representatives from the

following agencies: City of Lodi, San Joaquin County Department of Public Works, Lodi Downtown Business Representative, Citizen Representative, and Caltrans Division of Rail. Interviewed firms will then be evaluated on the additional criteria shown in Attachment D.

The prospective Consultant is advised that should this Request for Proposal result in recommendation for award of a Consultant Services Agreement, the Agreement will not be in force until it is approved and fully executed by the Lodi City Council.

D. Oral Interviews:

Oral interviews will be conducted with Consultants as outlined above. Selected Consultants will be notified by January 5, 1995, of their interview time on January 13, 1995. Consultants will also be notified of additional information, if any, to be submitted at the oral interview. Failure to appear at the interview will be considered non-responsive and the Consultant will be eliminated from further consideration. Interviews will be evaluated using the criteria shown in Attachment D. The cost proposals will be opened after the final oral interview scores have been tabulated and Consultants have been ranked for Consultant Services Agreement negotiation.

E. Selection and Consultant Services Agreement Award:

The Consultant with the highest scoring proposal (written plus oral) that has been negotiated for award of Consultant Services Agreement will be selected. The selected Consultant will then be recommended to the Lodi City Council on February 10, 1995. The Lodi City Council will make the final Consultant selection and execute the Agreement on February 15, 1995. The County Project Manager will issue the Notice To Proceed on February 16, 1995. Consultant Services Agreement negotiations must be completed by February 3, 1995 or County Project Manager reserves the right to proceed to the next highest ranking Consultant.

F. Pre-Award Audit:

Concurrent with Consultant Services Agreement negotiations, a pre-award audit evaluation at the Consultant's facility may be done. If the pre-award audit evaluation is made, it will be made to determine:

1. If the Consultant's accounting system is capable of accumulating reasonable, allocable and allowable costs.
2. If the Consultant is financially and professionally capable of performing the work.
3. If the cost proposed is reasonable.

IX. CONSULTANT PROVISIONS:

A. Funding Requirements:

It is mutually understood between the parties that the Request For Proposal may have been written before ascertaining the availability of legislative and local appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the

Consultant Services Agreement were executed after the determination was made. The Consultant Services Agreement will only be signed and enforceable if sufficient funds are made available by the City of Lodi and the San Joaquin County Council of Governments for the purpose of the Lodi Rail/Multimodal Station Phase Two project.

In addition, the Consultant Services Agreement will be subject to any additional restrictions, limitations, or conditions enacted by the Federal government and/or the San Joaquin County Council of Governments, or any California statute enacted that may affect the provisions, terms or funding of the Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated for this project, the Agreement shall be amended to reflect any reductions in funds. The City of Lodi has the option to void the Agreement under a 30-day cancellation clause or to amend the Consultant Services Agreement to reflect any reduction of funds.

B. Ownership of Data and Patent Rights:

Upon completion of all work under the Consultant Services Agreement, ownership and title to all reports, documents, maps (Auto CAD compatible), plans, specifications, and estimates with supporting spreadsheets (Excel compatible), produced as part of the Agreement will automatically be vested to the City of Lodi and no further agreement will be necessary to transfer ownership to the City. The Consultant shall furnish all data needed for the review and approval process.

All reports, maps, spreadsheets, and other documents prepared in connection with the Consultant Services Agreement and funded, in whole or in part, by the City of Lodi and the San Joaquin County Council of Governments shall contain a standard notice that the materials were prepared in part under a grant provided by the City and the Council of Governments. The City of Lodi, San Joaquin County, and Council of Governments shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the Consultant Services Agreement shall be subject to copyright in the United States or any other country. Each subConsultant shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

C. Confidentiality of Data:

All financial, statistical, personal, technical or other information relative to the City of Lodi's or San Joaquin County's operations, which is designated confidential and made available to the Consultant in order to carry out the Consultant Services Agreement, shall be protected by the Consultant from unauthorized use and disclosure. Permission granted by the County Project Manager to disclose information on one occasion relating to the Agreement shall not authorize the Consultant to further disclose information or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the Consultant Services Agreement; or the City of Lodi's or San Joaquin County's actions on the same, except to County Project Manager, the Consultant's own personnel involved in the performance of the Consultant Services Agreement, or at public hearings, or in response to questions from a legislative committee. Each subConsultant shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

X. GENERAL INFORMATION:**A. Confidentiality:**

Prior to the posting of the Consultant recommendation to the Lodi City Council, all proposals will be designated confidential to the extent permitted under the California Public Records Act. After the recommendation of award of the Consultant Services Agreement has been posted, or if the Consultant Services Agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential shall be regarded as noneffective and shall be disregarded.

B. City of Lodi and San Joaquin County Project Management Rights:

Proposals received within the prescribed deadline become the property of the City of Lodi and all rights to the contents therein become those of the City. The County Project Manager may investigate the qualifications of any Consultant under consideration, require confirmation of information furnished by a Consultant and/or require additional evidence of qualifications to perform the work described. The City of Lodi and San Joaquin County Project Management reserves the right to:

1. Modify the selection process as may be in their best interests.
2. Reject any or all of the proposals if such action is in their interest.
3. Issue subsequent Requests for Proposals.
4. Cancel the entire Request for Proposal.
5. Correct technical errors and amend the Request for Proposal by addendum prior to the final proposal submittal date.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of any subConsultants.
8. Negotiate with any, all or none of the Request For Proposal respondents.
9. Award a Consultant Services Agreement to one or more Consultants.
10. Accept other than the lowest offer.
11. Waive informalities in proposals.

This Request For Proposal does not commit the City of Lodi, San Joaquin County, and the San Joaquin County Council of Governments to enter into a Consultant Services Agreement, nor does it obligate the City, County, and COG to pay for any costs incurred in preparation and submission of proposals or in anticipation of an Agreement.

ATTACHMENT 1

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature of Consultant

Request For Proposal

ATTACHMENT 2

SAMPLE COST PROPOSAL

DIRECT LABOR	HOURS		RATE		TOTAL
Project Manager	_____	@	_____	=	_____
Staff Assistant	_____	@	_____	=	_____
Technician	_____	@	_____	=	_____
Clerical	_____	@	_____	=	_____
					\$ _____

OVERHEAD AND FRINGE BENEFITS

Overhead Rate	_____ %	=	_____
Fringe Benefits	_____ %	=	_____
			\$ _____

OTHER COSTS

Travel Costs	_____
Equipment and Supplies (Itemized)	_____
Other Direct Costs (Itemized)	_____
	\$ _____

TOTAL COST \$ _____

ATTACHMENT 3

WRITTEN PROPOSAL EVALUATION WORKSHEET

CONSULTANT _____
 SubConsultants _____

<u>Criteria</u>	(a) Weight	(b) Score (0-10)	(a)x(b) Weighted Score
A. Project Understanding	2.00	_____	_____
Demonstrated knowledge of required work. Explanation of the project & knowledge City and regional issues/jurisdictional processes.			
B. Project Approach	2.00	_____	_____
Logical course(s) of action to meet goal(s). Internal measures proposed for timely and cost effective completion. Innovative approach/sensitivity to City and regional issues. Environmental concerns addressed. Understanding of impacts/impediments/conflicts. Level of effort.			
C. Firm/SubConsultant/Project Team Capabilities	2.00	_____	_____
Demonstrated capability on similar/related projects. Management & organizational capabilities. <u>Active and acceptable use of local subConsultants.</u> Quality & cost control procedures/policies. Staff availability & time commitment of key members. Qualifications & relevant individual experience. Unique qualifications of key project members. Record of producing a quality product on similar/related projects on time and within budget.			
D. Team Management	.50	_____	_____
Ability/willingness to respond to Project Management requirements. Accessibility to review/monitoring by City and County staff. Demonstrated capability of the prime consultant to exercise management oversight and coordination of consultant team work effort.			
E. Present Level of Minority Utilization	.50	_____	_____
Active & acceptable AA/DBE Plan. Compliance and Good Faith Efforts with AA/DBE Plan on prior projects.			

WRITTEN PROPOSAL TOTAL SCORE (70 POINTS MAXIMUM) _____

EVALUATOR _____ DATE _____

Request For Proposal

ATTACHMENT 4

CONSULTANT EVALUATION FORM

CONSULTANT _____

SubConsultants _____

WRITTEN PROPOSAL

(Scores given from Attachment 3)

(a)
Weight(b)
Score
(0-10)(a)x(b)
Weighted
ScoreCriteria

A. Project Understanding	2.00	_____	_____
B. Project Approach	2.00	_____	_____
C. Firm/SubConsultant/Project Team Capabilities	2.00	_____	_____
D. Team Management	.50	_____	_____
E. Present Level of Minority Utilization	.50	_____	_____

SUBTOTAL WRITTEN PROPOSAL (70 POINTS MAXIMUM) _____

INTERVIEW

A. Demonstrated knowledge of required work	.75	_____	_____
B. Described course of action to meet goals	.75	_____	_____
C. Innovativeness of Approach	.50	_____	_____
D. Demonstrated sensitivity to local/regional issues	.50	_____	_____
E. Demonstrated capabilities of firm/sub/project team	.50	_____	_____

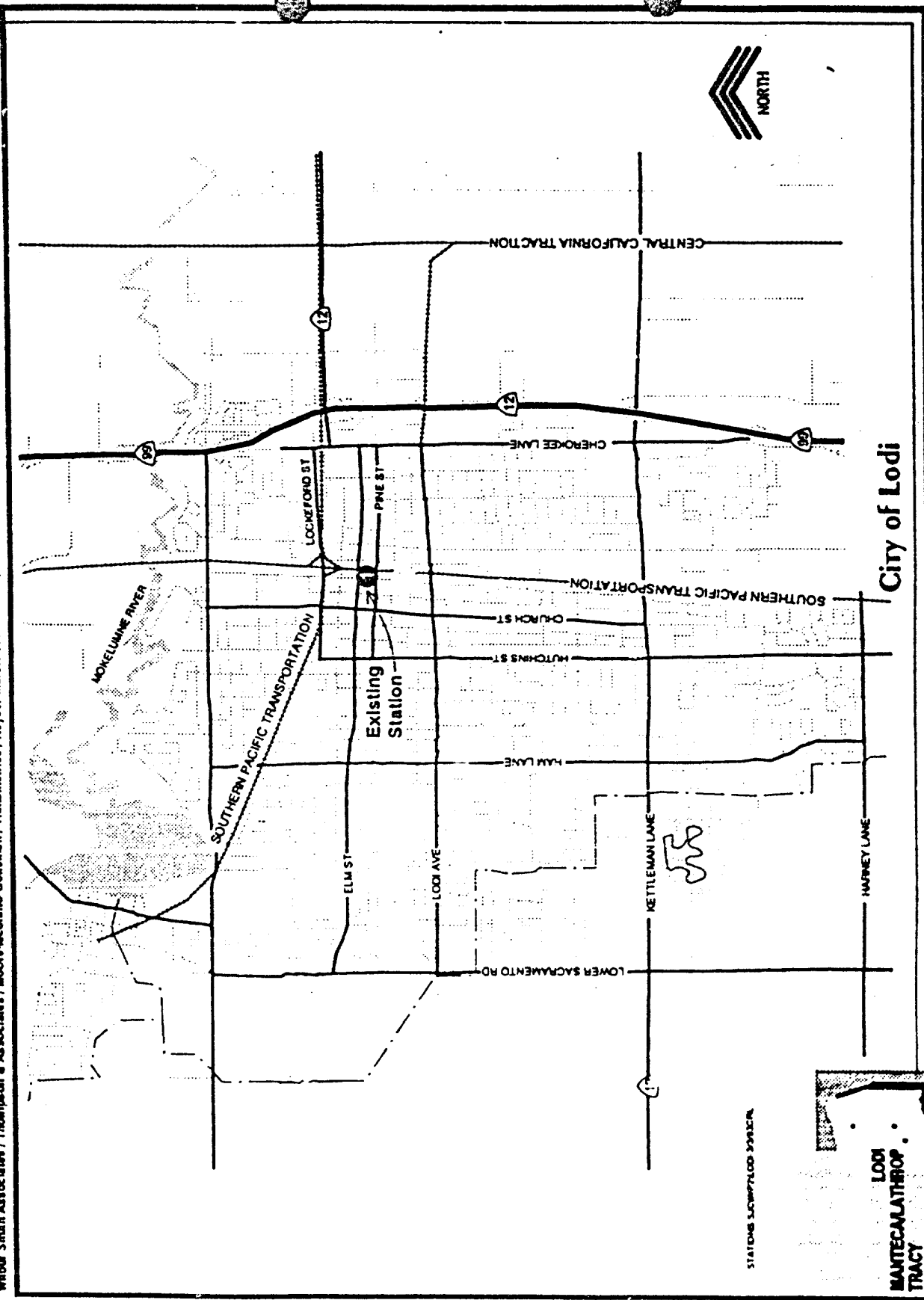
SUBTOTAL INTERVIEW (30 POINTS MAXIMUM) _____

TOTAL SCORE

(Written Proposal + Interview = 100 Point Maximum)

EVALUATOR _____ DATE _____

Request For Proposal



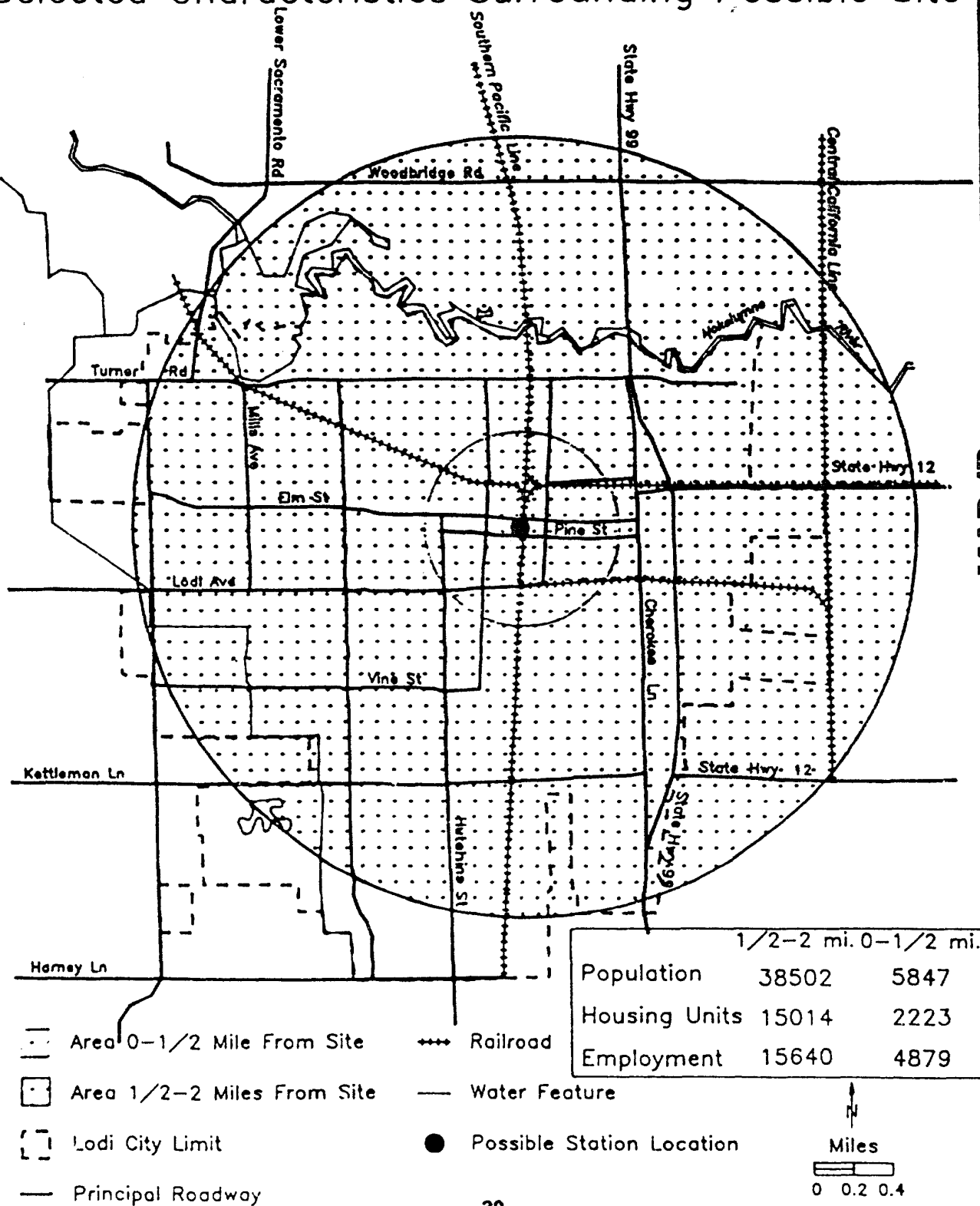
San Joaquin County Stations Program Study

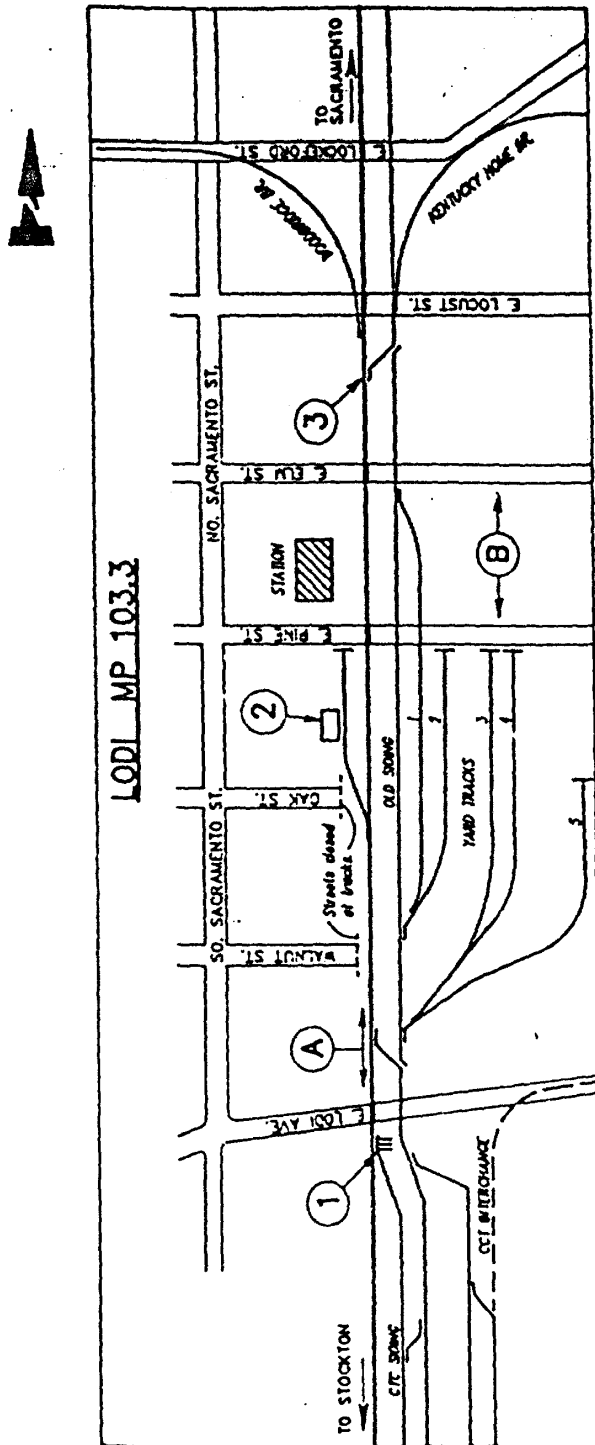
MAP 1A

Lodi Rail Station Site Analysis

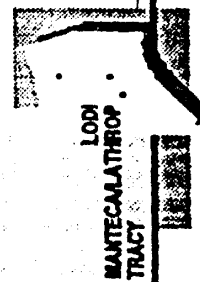
Selected Characteristics Surrounding Possible Site

MAP 1B





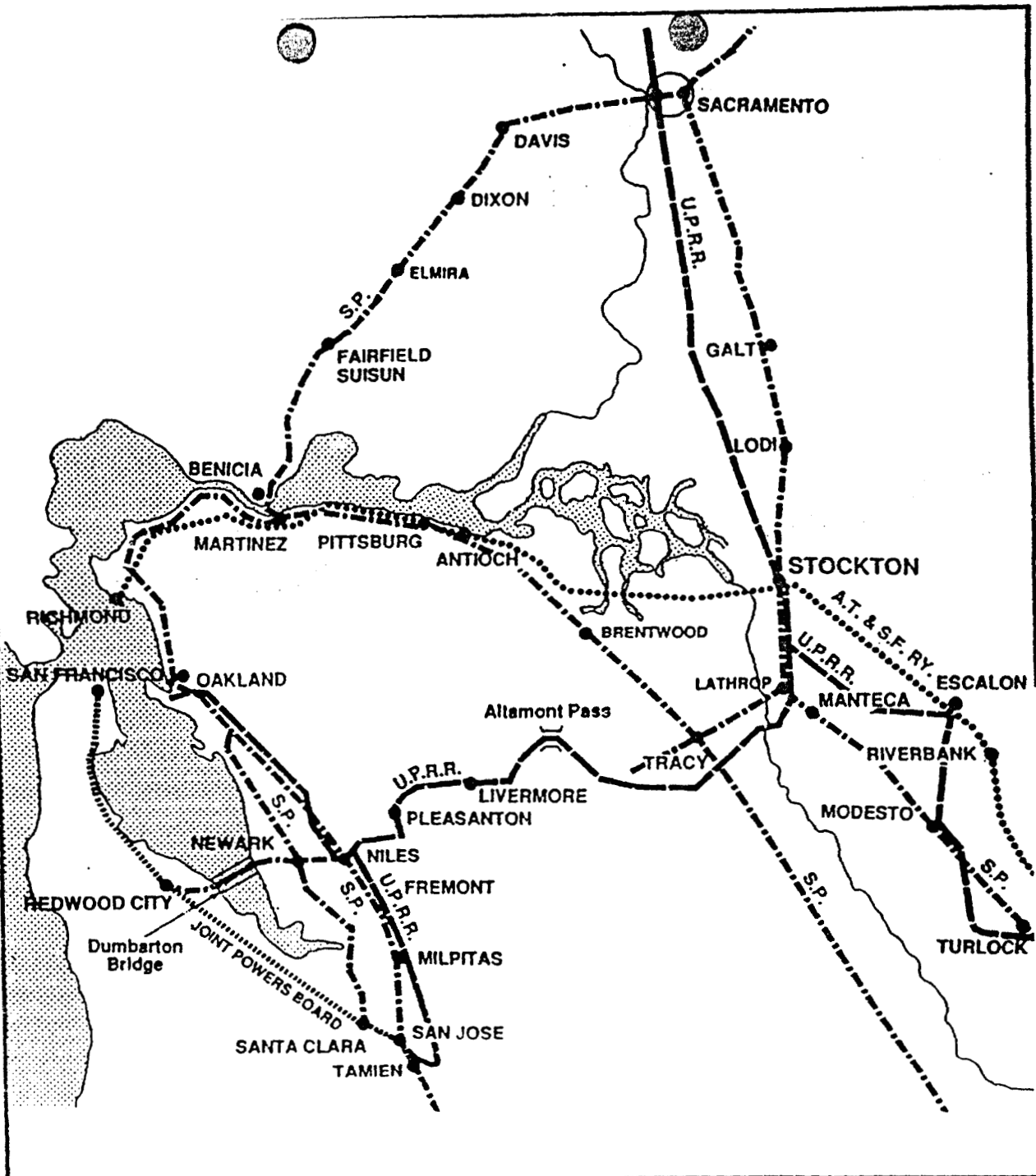
1. NORTH SWITCH FROM LODI SIDING MP 103.1 POWER OPERATED
2. LODI TEAM TRACK AND FREIGHT DOCK, LOT APPROX. 500' WIDE
3. CROSSEVER USED BY LODI LOCAL TO CROSS OVER TO AND FROM WOODBRIDGE BRANCH
- A. APPROXIMATELY 1380' BETWEEN E. LODI AVE. AND E. PINE ST.
- B. APPROXIMATELY 334' BETWEEN E. PINE ST. AND E. ELM ST.



DOWNTOWN LODI RAIL FACILITIES

SAN JOAQUIN COUNTY STATIONS PROGRAM STUDY

MAP 1C



MAP 2

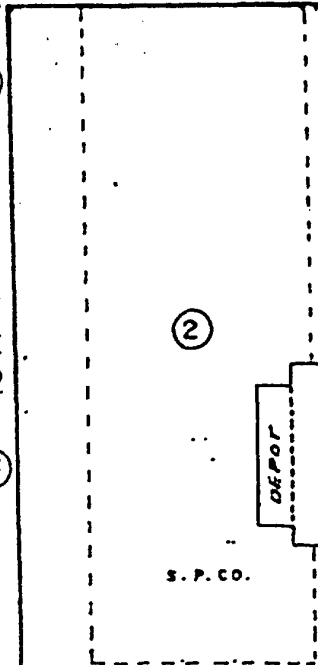
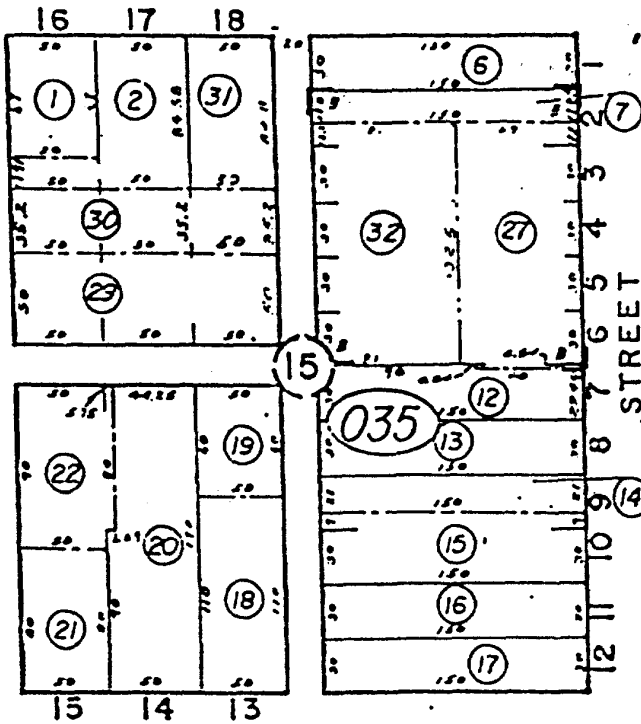
Altamont Pass Rail Corridor Study Regional Railroad Network

STREET

PROJECT LOCATION

043-03

STREET



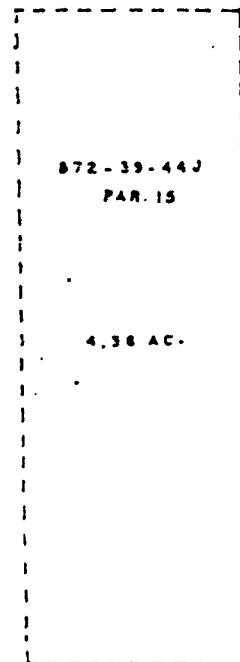
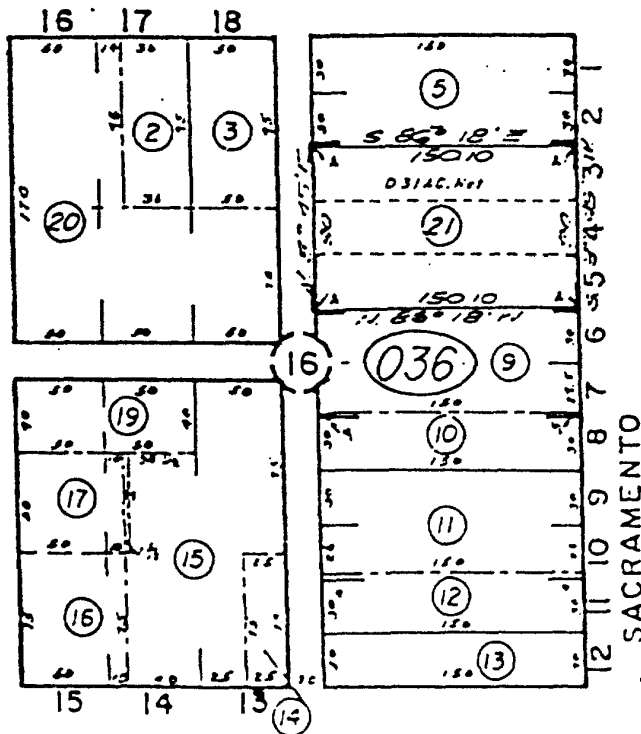
7

STREET

LODI

SCALE 1"=100'
SAN JOAQUIN CO.
ASSESSORS

N. 34° 32' E.



SCHOOL

ACQUISITION MAP

LODI MULTIMODAL STATION

B - P. M. Bk. 6 Pg. 194
A - P. M. Bk. 12 Pg. 128

SEE 043-07

EXHIBIT 1

SITE 1 LODI PRESENT DEPOT SITE

CAPITAL COST STUDY ESTIMATES

FULL BUILDOUT

Description	Unit Price	Units	Est. Qty.	Est. Cost
STATION FACILITIES				
Completely Renovate Structure	--	L.S.	--	\$313,000
Pedestrian Shelters	--	L.S.	--	\$78,000
Station Platform (800')	\$3.50	Sq. Ft.	9,600	\$33,600
SITE DEVELOPMENT				
Demolition (Relocate Southern Pacific team track)	--	L.S.	--	\$52,500
Site Preparation, Grading	\$15.00	Cu. Yd.	8,670	\$130,000
Storm Drainage	\$65.00	L.F.	1,050	\$68,200
Sanitary Sewer	\$75.00	L.F.	180	\$13,500
Standard Driveways	\$9,500.00	Each	6	\$57,000
Paved Roadways, Paved Parking - 178 stalls	\$2.50	Sq. Ft.	89,000	\$222,500
Bus Access, Bus Pads	\$6.50	Sq. Ft.	3,600	\$23,400
Sidewalks and Handicapped Ramps	\$2.00	Sq. Ft.	14,040	\$28,100
Curb & Gutter	\$14.00	L.F.	3,430	\$48,000
Landscaping & Irrigation	\$4.00	Sq. Ft.	20,000	\$80,000
Trees \$400 each	\$400.00	Each	28	\$11,200
Signage	--	L.S.	--	\$50,000
Pavement Striping	\$1.50	L.F.	7,200	\$10,800
Lighting Parking Areas	\$1.00	Sq. Ft.	77,600	\$77,600
Lighting Platforms and Pedestrian Plaza	\$3.00	Sq. Ft.	12,000	\$36,000
Other Amenities	--	L.S.	--	\$30,000
Decorative Pavements	\$8.00	Sq. Ft.	10,200	\$81,600
Site Utilities (Gas, Electric, Water, Communications)	--	L.S.	--	\$105,400
SUBTOTAL SITE AND FACILITIES COSTS				\$1,550,400
SPECIAL CONSTRUCTION **Encase Pipeline 650' **	--	L.S.	--	\$16,300
SPECIAL CONSTRUCTION	--	L.S.	--	--
OFFSITE CONSTRUCTION	--	L.S.	--	--
RAILROAD IMPROVEMENTS	--	L.S.	--	--
RAILROAD IMPROVEMENTS	--	L.S.	--	--
TOTAL OTHER COSTS				\$16,300
SUBTOTAL				\$1,566,700
CONSTRUCTION CONTINGENCIES (20%)				\$313,300
ARCHITECTURAL, ENGINEERING, & ENVIRONMENTAL (15%)				\$235,000
TOTAL ESTIMATED CAPITAL COST				\$2,115,000

EXHIBIT 2

TRANSMETRICS, INC.
TSC-1064 2/93

RESOLUTION NO. 94-142
*****A RESOLUTION OF THE LODI CITY COUNCIL
SUPPORTING THE COMPLETION OF THE LODI MULTIMODAL STATION

WHEREAS, the voters of San Joaquin County passed Measure K, the local transportation sales tax which identifies the implementation and enhancement of bus and passenger rail service; and

WHEREAS, the City of Lodi is the lead agency in cooperation with San Joaquin County to design and build a multimodal transportation facility in Lodi; and

WHEREAS, the function of the multimodal facility shall ultimately be to integrate local fixed-route buses, intercity buses, interregional buses, passenger rail service, park-and-ride commuters, pedestrians, and bicyclists; and

WHEREAS, the proposed site for the Lodi multimodal station emerged through the Phase I Feasibility and Site Analysis study, as part of the San Joaquin County Multimodal Stations Program; and

WHEREAS, the Lodi multimodal project is supported by community groups and local agencies including: the City of Lodi, the County of San Joaquin, the San Joaquin County Council of Governments, the San Joaquin Regional Rail Commission, Caltrans District 10, Caltrans Division of Rail, the County Multimodal Advisory Review Committee, San Joaquin Regional Transit District, the Lodi Transportation Ad Hoc Committee, the Lodi Chamber of Commerce, the Lodi Downtown Business Association and the Lodi Historical Society; and

WHEREAS, the Lodi Multimodal project is included in numerous transportation plans including: the Lodi Transit Plan, the San Joaquin Regional Transit Systems Plan, the Federal Transportation Improvement Program (FTIP), the State Transportation Improvement Program (STIP), the Local Transportation Improvement Program (LTIP), the Regional Transportation Plan, the Lodi Bicycle Plan and the San Joaquin County Regional Bicycle Master Plan; and

WHEREAS, the Lodi multimodal station is one of the key components of the Lodi downtown revitalization effort which includes beautification and economic development programs for the downtown area; and

WHEREAS, the City of Lodi, in response to a delay in committed state funding, has provided the funding for Phase II of the project in order to maintain the ultimate project schedule; and

WHEREAS, the State of California has requested assurances that a multimodal facility will be developed in Lodi, even if an Intercity Rail Service designation is not achieved in the near term, and only fifty (50) percent funding is available from state resources,

NOW THEREFORE BE IT RESOLVED that the City of Lodi will work with local, regional and state agencies to resolve the funding of the project and bring the project to fruition.

Dated: November 16, 1994

=====

I hereby certify that Resolution No. 94-142 was passed and adopted by the Lodi City Council in a regular meeting held November 16, 1994 by the following vote:

Ayes: Council Members -

Noes: Council Members -

Absent: Council Members -

Jennifer M. Perrin
City Clerk

A RESOLUTION OF THE LODI CITY COUNCIL
SUPPORTING THE COMPLETION OF THE LODI MULTIMODAL STATION

WHEREAS, the voters of San Joaquin County passed Measure K, the local transportation sales tax which identifies the implementation and enhancement of bus and passenger rail service; and

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WHEREAS, the State of California has requested assurances that a multimodal facility will be developed in Lodi, even if an Intercity Rail Service designation is not achieved in the near term, and only fifty (50) percent funding is available from state resources,

NOW THEREFORE BE IT RESOLVED that the City of Lodi will work with local, regional and state agencies to resolve the funding of the project and bring the project to fruition.

Dated: November 16, 1994

=====

I hereby certify that Resolution No. 94-139 was passed and adopted by the Lodi City Council in a regular meeting held November 16, 1994 by the following vote:

Ayes: Council Members - Davenport, Mann, Pennino, Snider
and Sieglock (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Jennifer M. Perrin
City Clerk